

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, September 22, 2021 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
See Zoom Meeting Info on Page 2

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable and Payroll Payables
 - b. Classification Appeal Committee Appointments
 - c. Extension of Contract with Patriot Building & Grounds Maintenance
 - d. Intergovernmental Agreement with the City of Heppner, Shared Sewer Connection, Fire Station & Sheriff Station 2 Building
 - e. Health Officer Contract for the Public Health Department
5. **Business Items**
 - a. Update from Oregon Department of Environmental Quality on PGE's Prevention of Significant Deterioration Air Contaminant Discharge Permit Modification Request (Randy Jones & Mark Bailey, ODEQ)
 - b. Presentation from Community ROCKit: Helping communities chart a path to recovery in a time of COVID (Christine Bechtel)
 - c. Request to Change "Morrow County Special Transportation" to "Morrow County Public Transit" (Katie Imes, Coordinator, The Loop)
 - d. Oregon Military Department, Environmental Assessment Comment Letter (Stephanie Case, Planner II)
 - e. Building Codes Program Options (Darrell Green, Administrator; Tamra Mabbott, Planning Director)
 - f. Elected Officials Job Descriptions (Lindsay Grogan, Human Resources Director)
 - g. Flexible Work Schedule Policy (Lindsay Grogan)
 - h. County Counsel Discussion – Deputy District Attorney Job Description (Justin Nelson, County Counsel/District Attorney)
 - i. Morrow County Government Center Courtroom Schedule
 - j. Morrow County Government Command Team Update
 - k. Building Project Updates
6. **Department Reports**
 - a. Road Department Monthly Report
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
10. **Signing of documents**
11. **Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under "Upcoming Events"). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutcher at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, Administrator at (541) 676-2529.

Zoom Meeting Information

Join Zoom Meeting:

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

To prepare for the Classification process, I would like to establish an appeal committee ahead of time, in case there is a need for an appeal.

The policy states that the appeal committee shall consist of the following, on a three-year term:

- A. One employee representative and two alternates (from any of the three bargaining units).
- B. One management representative and one alternate.
- C. One elected official, however not a member of the BOC, and one alternate.
- D. Human Resources Director, ex officio.

Human Resources is recommending the following Morrow County representatives to serve the upcoming term:

Elected Representatives (Term: Dec 1, 2021 - Nov 30, 2024)

Mike Gorman (primary); Bobbi Childers (alternate)

Management Representatives (Term: Dec 1, 2021 - Nov 30, 2024)

Christy Kenny (primary); John Bowles (alternate)

Union Employee Representatives (Term: Dec 1, 2021 - Nov 30, 2024)

Corey Sweeney (primary); Aaron Haak (1st alternate); Kirsti Cason (2nd alternate)

2. FISCAL IMPACT:

None

3. SUGGESTED ACTION(S)/MOTION(S):

Suggested motion to approve the Classification Appeal Committee members as proposed.

Attach additional background documentation as needed.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Our contract with our current janitorial service provider, Patriot expires at the end of September. Public Works would like to extend the current Janitorial Contract with Patriot to allow enough time to work through the RFP process to award the Janitorial contract for the next year. The review panel has been established and we anticipate bringing our recommendation to award the Janitorial contract to the Board of Commissioners by October 6, 2021.

2. FISCAL IMPACT:

101.121.5.20.3464- \$8244.60

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to extend the Professional Services Contract with Patriot Building & Grounds Maintenance through October 31, 2021.

Attach additional background documentation as needed.

Extension of Contract

THIS EXTENSION OF CONTRACT (“Extension”) is effective as of September 9, 2021, for the purpose of extending the contract known as Morrow County Personal/Professional Services Contract dated September 16, 2020, (“Original Contract”) between Patriot Building & Grounds Maintenance and Morrow County (the “Parties”).

- 1. The Parties agree to extend the Original Contract for an additional period, which will begin as of the expiration of the original time period and will end on **October 31, 2021**.
- 2. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

CONTRACTOR

PATRIOT BUILDING & GROUNDS MAINTENANCE

By: _____ Title: _____ Date: _____

Printed name: _____

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: September 22, 2021

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

APPROVED AS TO FORM:

Morrow County Counsel

50 15. and 17 of this Contract as if the subcontractor were the Contractor. County's consent to any
51 subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
52 b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties
53 hereto. and their respective successors and assigns. if any.
54

55 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only
56 parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to
57 give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third
58 persons are individually identified by name herein and expressly described as intended beneficiaries of the terms
59 of this Contract.
60

61 **8. Funds Available and Authorized**

- 62 a. Contractor shall not be compensated for work performed under this contract by any other County or
63 department of the State of Oregon. County has sufficient funds currently available and authorized for
64 expenditure to finance the costs of this Contract.
- 65 b. County will only pay for completed work that is accepted by County.
66

67 **9. Representations and Warranties**

- 68 a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that
69 (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract,
70 when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in
71 accordance with its terms. (3) the Work under this Contract shall be performed in a good and
72 workmanlike manner and in accordance with the highest professional standards, and (4) Contractor
73 shall, at all times during the term of this Contract, be qualified, professionally competent, and duly
74 license to perform the Work.
- 75 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu
76 of, any other warranties provided.
77

78 **10. Ownership of Work Product.** All Work product of Contractor that results from this Contract ("the Work
79 Product") are the exclusive property of County. County and Contractor intend that such Work Product be
80 deemed "works made for hire" of which **County** shall be deemed the author. If for any reason the Work Product
81 is not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in
82 and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any
83 other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and
84 instruments as County may reasonably request in order to fully vest such right in County. Contractor forever
85 waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of
86 approval, restriction or limitation on use or subsequent modifications.
87

88 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the County, their officers,
89 employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses
90 of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers,
91 employees, subcontractors, or agents under this Contract.
92

93 **12. Insurance.** Contractor shall provide insurance as required by State law and provide proof of said insurance
94 to the Morrow County Public Works Department on an annual basis.
95

96 **13. Termination.**

- 97 a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual
98 written consent of the parties.

- 99 b. **County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate this
100 Contract, in whole or in part, upon thirty (30) days notice to Contractor.
- 101 c. **Parties Right to Terminate due to uncured Breach.** This Contract may be terminated at any time by
102 either party should a material breach by the other party remain uncured thirty (30) days after
103 submission of written notice being provided of the breach thereof, or a shorter period of time as may
104 be specified within this Contract or within the applicable Schedule provided to the Contractor by the
105 County.
- 106 d. **Remedies.** In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall
107 be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work
108 completed and accepted by County, less previous amounts paid and any claim(s) which State has against
109 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this
110 subsection, Contractor shall pay any excess to County upon demand.
- 111 e. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract,
112 Contractor shall immediately cease all activities under this Contract, unless County expressly directs
113 otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to
114 County all documents, information, works-in-progress and other property that are or would be
115 deliverables had the Contract been completed. Upon County request, Contractor shall surrender to
116 anyone County designates, all documents, research or objects or other tangible things needed to complete
117 the Work.
118

119 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**
120 **SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL,**
121 **CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES**
122 **OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN**
123 **ACCORDANCE WITH ITS TERMS.**
124

125 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in
126 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records
127 pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor
128 acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and
129 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers,
130 plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make
131 excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents,
132 papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable
133 law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or
134 litigation arising out of or related to this Contract, whichever date is later.
135

136 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations,
137 executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of
138 the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V
139 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all
140 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable
141 requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County's
142 performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312,
143 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.
144

145 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,
146 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation

147 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal
148 capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.
149

150 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by
151 fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable
152 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or
153 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this
154 contract.
155

156 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for
157 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.
158

159 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.
160

161 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties
162 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the
163 same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this
164 Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section
165 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after
166 mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the
167 transmission is generated by the transmitting machine. To be effective against County, such facsimile
168 transmission must be confirmed by telephone notice to County's Contract Administrator. Any communication
169 or notice by personal delivery shall be deemed to be given when actually delivered.
170

171 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of
172 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions
173 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the
174 contract did not contain the particular term or provision held to be invalid.
175

176 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together
177 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the
178 same counterpart. Each copy of the Contract so executed shall constitute an original.
179


180 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number
181 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR
182 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used
183 for the administration of state, federal and local tax laws.
184

185 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in
186 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action,
187 suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the State of
188 Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and
189 exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a Claim
190 must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United
191 States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT,
192 HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
193
194



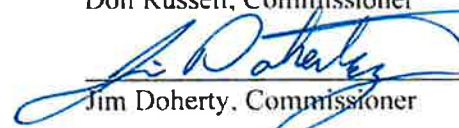
195 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the
196 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified
197 herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind
198 either party unless in writing and signed by both parties and all necessary State approvals have been obtained.
199 Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for
200 the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute
201 a waiver by County of that or any other provision.


202
203 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**
204 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND**
205 **BY ITS TERMS AND CONDITIONS.**

206
207
208 **CONTRACTOR**
209 **PATRIOT BUILDING & GROUNDS MAINTENANCE**

210
211 By:  Title: Owner Date: 09/11/2020
212
213 Facsimile number: — Phone number: 541-561-3450
214
215 Address: 32396 E Pinkin Center Rd, Hermiston, OR 97838
216

217
218 **COUNTY**
219 **MORROW COUNTY BOARD OF COMMISSIONERS**

220 Date: 9-16-20
221
222 
223 Melissa Lindsay, Chair
224
225 
226 Don Russell, Commissioner
227
228 
229 Jim Doherty, Commissioner
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231 APPROVED AS TO FORM:
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236
237 County Counsel
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Janitorial Services Specifications

2020

Janitorial services at the locations listed below, with the frequency of cleaning noted next to each location, preferably in the Evenings of each work week.

- a) MC Bartholomew Building, 110 N. Court, Heppner Two Days a week
Request Tues. And Thurs.
- b) MC Courthouse, Heppner, 100 S. Court, Heppner Four days a week
- c) MC Lexington Airport, 65820 Airport Road, Lexington, Once a week
- d) MC Sheriff, Heppner/Emergency Management 325 Willow View Dr.,
Heppner, three days a week, *Request is Mon., Wed. and Fri.*
- e) MC Public Works Office and Shop, 365 W. Hwy 74, Lexington Once
weekly.
- f) MC Sheriff, Boardman, 501 Columbia Ave. NE Boardman, Once a week
- g) MC Health Building, 101 NW, Boardman, Once a week
- h) MC Annex, Irrigon, 205 NE Third St., Irrigon Twice a week
- i) MC Irrigon Sheriff Annex Building, Irrigon Twice a week

The duties listed below represent general minimum cleaning standards. Specific items may be addressed individually.

GENERAL CLEANING

- A. All waste paper shall be gathered, the waste paper baskets emptied, and replace liners when torn or soiled in the baskets;
- B. All paper and/or debris shall be gathered from the floor space in hallways, entrances and restrooms; Papers on the floor in offices will be place on the nearest desk;
- C. Liners shall be used to aid in trash disposal and to keep waste baskets clean; broken liners shall be replaced and soiled waste baskets washed; damaged or excessively soiled baskets shall be replaced by County;
- D. Counters and file cabinets shall be dusted; dusting will be done with standard dusting implements using dust collecting and or attracting sprays, or, where feasible, with a clean damp cloth; **no** books, files, papers, or other items of office use shall be moved or removed; dusting shall be done without disturbing such objects; high partitions, hand rails, stair well, door knobs and attention to light switches throughout the buildings. Ledges and moldings shall also be dusted, and this dusting may be done with a clean damp cloth;
- E. Drinking fountains shall be cleaned using a clean cloth or sponge around the drinking area. Standard cleaners will be used along the sides, base or stained fixtures on an "as needed" basis; With light abrasive for stains and grime.
- F. Vacuum all upholstered chairs and fabric furniture. Vacuum exposed air bars and heating outlets.

EXHIBIT A

- G. Walls and ceilings shall be dusted with dust mops or wands with dust attracting applications; walls and ceilings shall not be cleaned with a cloth or sponge unless heavily soiled as the result of streaking or staining; Spot clean walls, doors, etc., removing all cobwebs, fingerprints, smears and stains.
- H. Windows shall be washed, interior, as needed, as agreed with Morrow County General Maintenance Supervisor;
- I. Window blinds and window sills shall be thoroughly cleaned of dust, bugs or stains;
- J. Storage areas shall be kept neat and tidy.

FLOORS

- A. All non-carpeted floors, including, but not limited to bathrooms, entrances, or hallways, shall be swept prior to damp-mopped; the mop used shall be kept clean and free of odor and shall not be left wet or damp; mop strings shall be removed; streaking along walls, doors, or baseboards shall be immediately cleaned;
 - B. All carpeted floors shall be vacuumed which includes offices and common areas; vacuuming shall follow all other dusting and room cleaning operations; vacuum equipment power type shall conform to standard commercial janitorial specifications; vacuuming shall extend at least six inches under desks and completely under open tables; Contractor shall move furniture or wastebaskets prior to vacuuming and shall replace according to usual office arrangement
- Carpets shall be spot cleaned as requested or needed.

OFFICES

- A. All tables, chairs, benches and other office furniture shall be dusted in accordance with the dusting specifications set forth above;
- B. Office and common area furniture shall be returned to its usual arrangement

RESTROOMS

- C. Restroom fixtures and fittings shall be cleaned using standard commercial or household non-abrasive cleaners; attention shall be given to the underside of fixture edges where grime and soap deposits accumulate; toilet bowls and sinks shall be cleaned with an abrasive cleaner paying attention to toilet bowl rings and stains in the sinks; the General Maintenance Supervisor shall be notified immediately if fixtures or fittings are found to be damaged or soiled beyond cleaning ability; fixtures and fittings include, but are not limited to, sink faucets, spouts, drains, under drains (if chromed or polished metal), urinal faucets, pipes (chromed or polished metal), toilet handles, soap dispensers and vanity fittings; Toilet bowls and urinals shall be disinfected, sanitized and deodorized; urinal screens shall be replaced; Floors shall be swept and mopped on the daily scheduled rotation.
- D. Restroom dispensers shall be cleaned and refilled;
- E. Restroom walls, partitions and doors shall be spot washed as necessary; disinfectants shall be used around urinals and toilets;

- F. Restroom mirrors shall be cleaned using standard commercial or household products with a clean cloth or paper:

Morrow County will provide paper products such as toilet paper and paper towels, as well as liquid soap and trash liners, when low on stock notify the General Maintenance supervisor. Contractors will be responsible for providing their own cleaning products and equipment.

INSPECTION AND CORRECTION OF DEFICIENCIES

1. Performance evaluations will be given to the County noting exception in performance to the required janitorial specifications. The County will immediately notify the janitorial service provider of the reported performance exception(s).
2. The janitorial service provider must correct these deficiencies as follows:
 - a. Within 24 hours of any daily, weekly or monthly activity;
 - b. Within 24 hours for any activity listed as quarterly or semi-annual.
3. In the event the janitorial service provided by the Contractor is not satisfactory to Morrow County, the County may provide janitorial service as described in these specifications and Morrow County payment will then be reduced by the actual cost of such replacement service.

CONFIDENTIALITY

The Janitorial service provider shall be bound to confidentiality of any information its employees may become aware of during the course of performance of janitorial tasks.

It is intended that this contract shall not be subcontracted, and that this contract shall operate as an agreement with an independent contractor as that term is defined in Oregon Revised Statutes Chapter 656.

CJIS AND OTHER SECURITY CHECKS

CJIS and Other Security Checks

1. All janitorial employees shall undergo a Criminal Justice Information Systems (CJIS) state and national fingerprint-based background security check. CJIS clearance must be granted prior to being allowed unescorted access to any Morrow County Sheriff's Office facility that may contain unencrypted CJIS data.
Morrow County government has chosen to extend the above guidelines to all county facilities in regards to janitorial services.
 - a. Prospective employees will call the Morrow County Sheriff's Office for an appointment at no cost to employee or employer, to complete the following:
 - Fingerprinting
 - Criminal Justice Information Systems Security Clearance Background Request form.
 - Confidentiality Agreement form
 - Provide current email address for CJIS training purposes

2. The janitorial service provider shall maintain an adequate pool of trained and CJIS cleared relief personnel to substitute for absent employees.
3. See CJI 5.12.1 Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJI and Figure 16
4. The janitorial service provider understands that new employees will not be granted access to any County building until appropriate CJIS/Background Checks have been completed and personnel has been approved.
5. All janitorial personnel shall be issued an ID card with lanyard that will be worn at all times while in a County building. A sign in sheet will be posted in designated areas. Janitorial personnel are required to sign in/sign out before and after work is completed.
6. Janitorial service provider will be responsible for maintaining an updated crew list and providing the list to Public Works as appropriate.

SPECIAL PROVISIONS

- A. Keys to the building will be furnished by Morrow County. Any such keys must not be duplicated.
- B. The janitorial service provider must maintain a secure environment while cleaning the facility. No one is allowed into the facility other than those individuals responsible for performing janitorial services. The contractor must lock the building when leaving (see "Building Lock Up" below).

HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION

The janitorial service provider shall conform to all applicable Federal, State and local laws, and to the requirements of these specifications. In performing janitorial work in a Morrow County facility, the janitorial service provider shall:

Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel, and County personnel performing or in any way coming into contact with the performance of this contract;

Take all reasonable precautions to prevent the release of hazardous chemicals into the environment; and

Take such additional precautions as the office manager/supervisor may reasonably require for health, safety, and environmental protection.

1. **Damage Reports.** In all instances where County property or equipment is damaged, the janitorial service provider shall submit to the office manager/supervisor a full report of the facts and extent of such damage--verbally and in writing within 24 hours of the occurrence.

2. **Accident Reports.** The janitorial service provider shall comply with Morrow County, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The

janitorial service provider shall provide a verbal report to the office manager/supervisor and a written follow-up report to the office manager/supervisor within 24 hours of occurrence.

3. Chemical Spills. The janitorial service provider shall maintain an established plan that addresses incidental and emergency spills of any chemicals brought on-site.

4. Hazard Communications. The janitorial service provider must maintain two, update Material Safety Data Sheet (MSDS) files on-site; one placed in the office manager/supervisor's office and the one in each of the janitorial service providers Janitor's Closet.

BUILDING LOCK UP

The janitorial service provider must lock and secure the building each night when leaving. Lock up procedures before leaving building, consist of:

1. Turn off bathroom exhaust fan
2. Turn off all interior lights
3. Check and lock all entrance doors, gates or any other excess to the building.
4. Properly set security alarm system (where applicable)

In locations that include a security alarm system, the janitorial service provider must also properly set the security alarm when leaving the building. Any cost incurred from security service or local police for false alarms caused by failure of the janitorial service provider to properly set the security alarm will be the responsibility of the owner/lessor. Fees charged to respond to a false alarm or because the security alarms were not set will be charged to the owner/lessor and deducted from the next month's payment.

Any additional questions maybe addressed to Sandi Pointer, Morrow County Public works 541-989-9500



Robert T. Cox, Owner

09/11/2020
Date

4.0 Fee Schedule

Bartholomew Building, Heppner	2 times a week	Monthly - \$1,497.60
Courthouse, Heppner	4 times a week	Monthly - \$2,496.00
Airport, Lexington	1 time a week	Monthly - \$104.00
Sheriff & EMC, Heppner	3 times a week	Monthly - \$975.00
Public Works, Lexington	1 time a week	Monthly - \$520.00
Sheriff, Boardman	1 time a week	Monthly - \$156.00
Health Building, Boardman	2 times a week	Monthly - \$1248.00
Annex, Irrigon	2 times a week	Monthly - \$1040.00
Emergency Management, Irrigon	2 time a week	Monthly - \$208.00

Monthly Total = \$8,244.60

Annual Total = \$98,935.20

These prices are based on actual hours of work performed at each of these locations over the last year.

*This price is based on continuing to have employees dump their own trash at their work stations. If you would like us to dump all of the 202 trash cans (a total of 550 times per week) the price will increase by a total of \$780 per month.

EXHIBIT B

CONTRACTOR FEE SCHEDULE -- JANITORIAL SERVICES

MC Bartholomew Building, Heppner	2 times a week	Monthly - \$1497.60
MC Courthouse, Heppner	4 times a week	Monthly - \$2496.00
MC Lexington Airport, Lexington	1 time a week	Monthly - \$104.00
MC Sheriff & EMC, Heppner	3 times a week	Monthly - \$975.00
MC Public Works, Lexington	1 time a week	Monthly - \$520.00
MC Sheriff, Boardman	1 time a week	Monthly - \$156.00
MC Health Building, Boardman	2 times a week	Monthly - \$1248.00
MC Annex, Irrigon	2 times a week	Monthly - \$1040.00
MC Irrigon Sheriff Annex, Irrigon	2 times a week	Monthly - \$208.00

Monthly Total = \$8244.60

Annual Total = \$98,935.20



Robert T. Cox, Owner

09/11/2020
Date

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This IGA between the County and city of Heppner allows for a shared sewer connection between the established Heppner Fire Station and MCSO Station 2. The IGA outlines the responsibilities of each party. Kraig Cutsforth, City Manager for Heppner, has signed the IGA for the City.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Add to consent agenda; or

Motion to accept the Intergovernmental Agreement - Shared Sewer Connection Between Heppner Fire Station and Morrow County Sheriff Station 2.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT
SHARED SEWER CONNECTION BETWEEN HEPPNER FIRE STATION AND
MORROW COUNTY SHERIFF STATION 2

This Agreement made and entered into between MORROW COUNTY (“Morrow County”) and the CITY OF HEPPNER (“Heppner”), both municipal corporations of the State of Oregon.

RECITALS

Whereas, the parties desire to work cooperatively in providing a connection to the city sewer system for the new building known as Sheriff Station 2 and,

Whereas, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officer, or agents have the authority to perform;

Now, therefore, it is agreed by and between the parties as follows:

A. HEPPNER’S OBLIGATIONS

1. Heppner shall allow Morrow County to share a sewer connection with the sewer line currently in place for the Heppner Fire Station.
2. Heppner is responsible for 75% of the cost of any maintenance or repair of the shared connection or to the connection to the city line. The cost to be paid, by agreement of the parties, either in cash or by in-kind payment.
3. Heppner shall charge Morrow County a monthly utility charge as a single connection user.

B. MORROW COUNTY’S OBLIGATIONS

1. Morrow County shall reroute the current sewer pipe from underneath Sheriff Station 2 before occupancy.
2. Morrow County is responsible for 25% of the cost of any maintenance or repair of the shared connection or to the connection to the city line. The cost to be paid, by agreement of the parties, either in cash or by in-kind payment.
3. Morrow County shall pay Heppner a monthly utility charge as a single connection user.

C. TERMINATION

1. The agreement may be terminated by mutual consent of both parties or by either party upon ninety (90) days' notices, in writing and delivered by certified mail or in person to the other party.
2. If State regulations or guidelines are modified, changed, or interpreted in such a way that the services contemplated in the agreement are no longer allowable or appropriate.
3. Any termination of this agreement under Subsections 1 and 2 shall preserve any obligation or liabilities of either party already accrued prior to such termination.
4. This agreement may be terminated if Morrow County substantially alters the use of the building or no longer owns the building. Should the use of the building or ownership changes, the parties will be given the opportunity to review or end the agreement.

D. ACCESS TO RECORDS

Morrow County, Heppner, and their duly authorized representative shall have access to the books, documents, papers and records of Morrow County and Heppner which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts and transcripts.

E. STATE TORT CLAIMS ACT

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Heppner shall, within the limits of the Oregon Tort Claims Act, indemnify and hold harmless Morrow County against any liability for damage to life or property arising from Morrow County's activity under this agreement. Heppner shall not be required to indemnify Morrow County for any such liability arising out of the wrongful acts of the employees or agents of Morrow County.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Morrow County shall, within the limits of the Oregon Tort Claims Act, indemnify and hold harmless Heppner against any liability for damage to life of property arising from Heppner's activity under this agreement. Morrow County shall not be required to indemnify Heppner for any such liability arising out of the wrongful acts of the employees or agents of Heppner.

(SIGNATURE PAGE TO FOLLOW)

CITY OF HEPPNER

By: Kraig Cutsforth

Title: City Manager

Date: 9-16-2021

Printed name: Kraig Cutsforth

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

APPROVED AS TO FORM:

Morrow County Counsel



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
40

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Nazario Rivera

Date submitted to reviewers: 09/17/2021

Department: Public Health

Requested Agenda Date: 09/22/2021

Short Title of Agenda Item: Health Officer Contract for the Public Health Department
(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Dr. Ed Berretta

Contractor/Entity Address:

Effective Dates - From: 10/01/2021

Through: TBD

Total Contract Amount: \$500 Monthly

Budget Line: 101-114-5-20-3117

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Nazario Rivera Department Director

Required for all BOC meetings

[Signature] Administrator

Required for all BOC meetings

Richard Tovey (waiting on response) County Counsel

*Required for all legal documents

Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Our previous Health Officer Dr. Hambleton is no longer able to fulfill these duties so we are needing a new provider to oversee the standing orders for all of our clinical procedures.

2. FISCAL IMPACT:

There was a slight increase in compensation. This matches the average amount other counties are paying their Health Officers.

3. SUGGESTED ACTION(S)/MOTION(S):

Following review per county counsel. The suggestion is to move to approve the agreement to Dr. Ed Berretta and authorize the Board of Commissioners to sign on behalf of the County.

Attach additional background documentation as needed.

Roberta Lutcher

From: Kate Knop
Sent: Monday, September 20, 2021 2:58 PM
To: Nazario Rivera; Roberta Lutcher; Darrell Green; Richard Tovey
Cc: Vickie Turrell
Subject: RE: Health Officer Contract

Naz,

Thank you for following up. The slight budget increase is 20%. Since the materials & services category cannot exceed appropriations, we will monitor for compliance,

No other concerns.

Best,

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Nazario Rivera
Sent: Friday, September 17, 2021 3:44 PM
To: Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Cc: Kate Knop <kknop@co.morrow.or.us>; Vickie Turrell <vturrell@co.morrow.or.us>
Subject: Health Officer Contract

Good afternoon Roberta,

Here is the updated document Rich sent over. We are still working through section 5 and should have a final copy sent over early next week.

Thanks,

Nazario Rivera
Public Health Director
Morrow County Health Department
110 N Court St
Heppner, OR 97836

**AGREEMENT
MORROW COUNTY HEALTH OFFICER**

This agreement hereby entered into between Morrow County, a political subdivision of the State of Oregon (County), and Dr. Ed Baretta (Physician).

WITNESSETH,

WHEREAS, it is necessary to the interests and welfare of the people of Morrow County that the services of a Morrow County Health Officer be obtained; and

WHEREAS, said Health Officer must be a physician duly licensed to practice medicine in the State of Oregon; and

WHEREAS, Physician is duly licensed to practice medicine in the State of Oregon; and

WHEREAS, Physician is willing to contract with County to perform the duties of Morrow County Health Officer;

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

1. Commencing July 1, 2021, or as soon as this document is executed, Physician shall serve as Morrow County Health Officer for a one-year period. This agreement shall automatically renew for successive one-year periods unless terminated as provided for herein.
2. The duties of Physician in the capacity of Morrow County Health Officer shall include, but shall not be limited to, the following:
 - a) Aid in the enforcement of the public health laws relating to communicable disease control
 - b) Make all medical decisions necessary to the activities of the Morrow County Health Department
 - c) Provide, as may be necessary, medical consultation services to the staff members of the Morrow County Health Department
 - d) Provide final approval of written standing orders, alerts for potential vaccine/drug contraindications, and approval of procedures relating to emergency medical care
 - e) Provide medical advice and consultation to members of the Morrow County Health Department staff regarding disease control and/or medical treatment in the event that circumstances require an alteration of established policy or procedures
 - f) Assure that the services offered, or arranged for, by the Morrow County Health Department include at least the following:

- i. Epidemiology and control of preventable diseases and disorders
 - ii. Parent and child services, including family planning
 - iii. Collecting and reporting health statistics
 - iv. Providing health information and referral services, and
 - v. Providing environmental services

- g) Support and promote Health Department core functions, including:
 - i. Assessment of community health status and available resources
 - ii. Policy development resulting in proposals to support and encourage better health, and
 - iii. Assurance that needed services are available

- 3. In addition to any other provision contained herein, Physician shall comply with the requirements of the Oregon Revised Statutes regarding the duties and responsibilities of County Health Officers.

- 4. County shall pay to Physician, for the first month of this agreement only, \$100 per hour for an amount not-to-exceed \$750 as compensation for physician services as Morrow County Health Officer. Each month of the agreement thereafter, the County shall pay to Physician the sum of five hundred dollars (\$500) per month during the term of this agreement.

- 5. Physician shall maintain professional medical malpractice/liability insurance. If additional coverage is required under this agreement, County will be responsible for payment of this additional cost with the understanding that the cost may increase from year to year.

- 6. Physician shall, in consultation with the Morrow County Public Health Nurse, determine the time, method and manner of performing the herein described duties, but shall do so in a manner conducive to the facilitation of the ongoing activities of the Morrow County Health Department, and shall provide Health Officer services pursuant to this agreement within medically reasonable and business appropriate deadlines.

- 7. It is the understanding and intention of the parties that Physician shall work independently in the performance of this agreement, and this agreement shall operate as a contract with an independent contractor.

- 8. In accordance with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination act of 1975, Physician agrees to assure that the services provided in the capacity of Health Officer to the Morrow County Health Department shall be provided without regard to the recipient's race, color, national origin, sex, age, or handicap.

9. Each party shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this agreement. Each party agrees to indemnify and hold harmless the other party against all actions, claims, or demands whatsoever including costs, expenses and attorney fees to which the other party may be put arising out of each party's negligent acts and omissions during the performance of this agreement.

10. Either party may terminate this agreement at any time by providing 30 days written notice to the other party.

11. In the event legal action is commenced to enforce the terms of this agreement, the prevailing party shall be entitled to attorney fees in addition to costs and disbursements.

PHYSICIAN

By: _____ Title: _____ Date: _____
 Ed Berreta, M.D.

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

 Don Russell, Chair

 Jim Doherty, Commissioner

 Melissa Lindsay, Commissioner

APPROVED AS TO FORM:

County Counsel

5a

From: JONES Randy * DEQ <randy.jones@deq.state.or.us>
Sent: Wednesday, September 8, 2021 3:50 PM
To: Tamra Mabbott <tmabbott@co.morrow.or.us>
Subject: PGE Carty Generating Station Permit Modification Hearing

Hello Tamra,

DEQ is hosting a virtual public hearing on Wednesday, Oct. 13 at 6 p.m. to accept comments on DEQ's proposed modification to an existing air quality permit for the PGE electricity generation facility near Boardman to your southwest.

[Register in advance here](#) to get a reminder about the hearing.

The permit is called a Prevention of Significant Deterioration Air Contaminant Discharge Permit. DEQ issues air quality permits to control emissions and protect public health.

The permit modification is needed for two reasons: because PGE's coal-fired power plant closed in October 2020 and because the manufacturer of the PGE Carty plant's natural gas turbine released new information that startup and shutdown emissions for two pollutants, carbon monoxide and volatile organic compounds, are higher than originally estimated. PGE starts up and shuts down the turbine to meet the electricity needs of the communities it serves. Electricity needs fluctuate due to electricity use and contributions from other power sources.

The proposed permit modification does not change how much natural gas PGE Carty uses or change the hours the plant can run. The modification proposes to remove emissions allotted for operation of the coal boiler and incorporate the new manufacturer information for natural gas turbine start-up emissions. This will result in a reduction in most emissions limits and an increase in the limit for volatile organic compounds.

Find more information about the proposed permit modifications in the [public notice here](#).

Virtual hearing information:

- Date: Wednesday, Oct. 13
- Time: 6 p.m.
- How to attend the virtual hearing:
 - Register in advance or join the Zoom webinar on computer, smartphone or tablet at the following link:
<https://us02web.zoom.us/j/89650365888?pwd=b1Rjc2krTkRMcFZwajhUVFd6SmVmdz09>
 - Passcode: 189620
 - To join by phone, dial: 833-548-0276 or 833-548-0282 (toll-free in the U.S.)
 - Webinar ID: 896 5036 5888
 - Passcode: 189620

Please let me know if you have any questions. As ever, I hope you are well.

Randy Jones

(he/him)

Oregon Department of Environmental Quality
Eastern Oregon Regional Solutions Program
Greater Eastern and Northeast Regions
475 NE Bellevue Dr., ste. 110
Bend, Oregon 97701
(503) 734-4193 (cell)
randy.jones@deq.state.or.us

Virtual Public Hearing about Portland General Electric Company's Proposed Air Quality Permit Modification: Oct. 13, 2021

The Oregon Department of Environmental Quality invites the public to attend a virtual public hearing and to comment on Portland General Electric's proposed air quality permit modification, known officially as a Prevention of Significant Deterioration Air Contaminant Discharge Permit.

Summary

The proposed permit is a modification for an existing electricity generation facility. The permit modification is needed because PGE's coal-fired power plant closed in October 2020 and because the manufacturer of the facility's natural gas turbine released new information that startup and shutdown emissions for two pollutants, carbon monoxide and volatile organic compounds are higher than originally estimated. The proposed permit modification does not change how much natural gas PGE uses or change the hours the plant can run.

How do I participate?

Attend the virtual public hearing to learn about the permit application, ask any questions you might have and provide verbal or written comments on the proposed permit. You can also submit written comments by mail, fax or email.

Hearing details

When: 6 p.m.

Wednesday, Oct. 13, 2021

Where: Attend the virtual hearing on Zoom.

- Register in advance to get a reminder, or join the Zoom webinar on computer, smartphone or tablet on Oct. 13 at [Zoom public hearing meeting](#)
Passcode: 189620
- Or join by phone by dialing: 833-548-0276 or 833-548-0282 (toll-free in the U.S.)
 - Webinar ID: 896 5036 5888
 - Passcode: 189620

Need help? [Zoom virtual meeting instructions](#)

Send written comments by mail, fax or email to:

Nancy Swofford, Permit Coordinator
Oregon DEQ

475 NE Bellevue Dr., Suite 110
Bend, OR 97701

Fax: 541-388-8283

Email: swofford.nancy@deq.state.or.us

Comments due: 5 p.m., **Monday, Oct. 18, 2021.**

About the facility

This is a Complex Technical Permit Modification for Portland General Electric's Prevention of Significant Deterioration Air Contaminant Discharge Permit. The PGE facility is at 73334 Tower Road in Boardman, Oregon. The PGE facility includes a 584 megawatt coal-fired electric generating unit that is no longer operating and is being decommissioned, and a 440 megawatt natural gas-fired electric generating unit. No physical or operational changes have been made to the facility since the last permit action other than the termination of coal boiler operation.

What air pollutants does the permit regulate?

This permit regulates emissions of the pollutants listed in the table at the end of this document.

How does DEQ determine permit requirements?

DEQ evaluates types and amounts of pollutants and the facility's location, and determines permit requirements according to state and federal regulations.

How does DEQ monitor compliance with the permit requirements?

This permit would require the facility to monitor pollutants using federally approved monitoring practices and standards.

Formulas to calculate emissions are contained in the permit. The permittee is required to calculate facility-wide emissions and submit a compliance report to DEQ semiannually. DEQ will conduct onsite inspections to ensure compliance with emission limitations.



State of Oregon
Department of
Environmental
Quality

Eastern Region
Air Quality Program
800 SE Emigrant Ave.,
#330
Pendleton, OR 97801
Phone: 541-276-4063
866-863-6668
Fax: 541-278-0168
Contact: Doug Welch,
Permit Writer,

www.oregon.gov/DEQ

DEQ is a leader in restoring, maintaining and enhancing the quality of Oregon's air, land and water.

Date Issued: 9/8/2021
By: Nancy Swofford
Permit No.: 25-0016

What happens after the hearing?

DEQ will consider and respond to all comments received, including comments from the previous public comment period, and may modify the proposed permit based on these comments prior to taking action. If a facility meets all legal requirements, DEQ will issue the facility's air quality permit following EPA review.

After the public hearing and public comment period, DEQ sends the proposed permit to EPA. EPA has 45 days to review it and submit objections to DEQ. If EPA has no objections, anyone may petition EPA with an objection during the following 60 days. A petition may be based only on objections already raised during the public comment period, unless the person submitting the petition can demonstrate it was impossible or impractical to do so, or that new information is now available to justify a new objection.

Where can I get more information?

Find out more and view the draft documents online at DEQ's "[Public Notices](#)" page or contact Nancy Swofford, Permit Coordinator:
Phone: 541-633-2021 or 866-863-6668
Fax: 541-388-8283
Email: swofford.nancy@deq.state.or.us

You may view the draft permit and related documents in person at the DEQ office in Pendleton. Due to Covid-19, special arrangements for a review appointment must be made in advance. Contact Patty Isaak at 541-278-4600.

Accessibility information

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 1-800-452-4011 or email deqinfo@deq.state.or.us.

Community ROCKit: Overview & Flight Plan

Discovery Process

Stages of ROCKit – High Level



Mission Planning



Community Engagement



Actions & Next Steps

ROCKit Flight Plan*



Mission
Planning



Mission
Launch



Mission
Flight



Mission
Landing

ROCKit Flight Plan*



Mission Planning

- Broad issue area defined
- Co-chairs select/invite participants
- Research to ID data and assets in community



Launch

Meeting 1:

- Orient, build connections, data,
- Asset mapping, clustering assets
- Combining assets, ID priority action areas

*best thinking as of today! Always subject to change. 😊

ROCKit Flight Plan*



Mission
Flight

Meeting 2

- capacity mapping, individual action commitments
- Deeper dive into unified action areas
- unified action exploration & selection

[Flight plan check ins: actions progress check ins]



Mission
Landing

Meeting 3:

- action reports, ROCKit custom webpage
- next steps, celebration



Umatilla County

Community Opportunity:

*What can we do with what we have on hand to **create vibrant solutions for immediate & equitable access to mental health services for people in crisis?***



<https://www.communityrokit.org/umatillacounty>

Tillamook County



Community Opportunity:

*What can we do with what we have on hand to **create vibrant solutions for immediate housing access so that no one lives unsheltered?***

Strategies Embedded in the Design:

Unifying Dialog: Facilitate and model respectful dialog strategies that inspire those with disparate perspectives to find and rally around common values

Civic Renewal: Throughout the convenings, people feel seen, heard, understood and valued, even in difference, to renew faith in civic institutions and public dialogue.

Improbable Partners: Ignite a collective curiosity around combining improbable partners in ways that yield creative solutions neither party would come to on their own

Multi-solving: Inspire single solutions that solve multiple challenges

Community Centric: Ensure ROCKit reflects the community's diversity, creativity, language, values, talents, skills, strengths, contributions, passions.

ROCKit Core Principles

1. **Asset-based mindset:** A strengths-based approach to inspiring actions
2. **Relationally-driven:** Convening events deepen relationships as an essential vehicle for addressing the Community Opportunity
3. **Recovery for all, with a focus on the most vulnerable:** identifying assets and ensuring voices heard throughout the ROCKit Mission.
4. **Time Bound:** a 3-4 month period, after which communities continue executing their action plans to address the Community Opportunity.
5. **Action Oriented:** how assets and humans can be connected, combined and configured to address the Community Opportunity
6. **Capacity Expanding:** The ROCKit model, tools and coaching is available for each ROCKit community to to apply to subsequent Community Opportunities, in service of complex problem solving in unifying ways.

What We Do (thanks MSF!)

Manage process from start to finish:

- Research
- Invites/RSVPs
- Pre-work/Homework
- Meeting facilitation & content capture
- Build asset map
- Build action board
- Build custom website
- Collect I'm IN info
- Media engagement
- 3 Month Support post-ROCKit
- ROCKit 2.0 materials & processes

What You Do

Engage with us from start to finish:

- Guide research, asset ID
- ID participants to invite
- Complete Pre-work/Homework
- Model participation in meetings
- Manage offline feedback/questions
- Participate in I'm IN campaign
- Collaborate on PR/media engagement
- Suggest improvements/innovations
- Follow on work (including 3+ months)
- ROCKit 2.0 (ARPA Funds?)

Examples of Asset & Action Maps

www.communityROCKit.org/umatillacounty





AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
50

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item: Department Name Change Request
(No acronyms please)

Date submitted to reviewers: September 9, 2021
Requested Agenda Date: September 22, 2021

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The Loop, also known as "Morrow County Special Transportation" was most likely named after the State of Oregon's funding program the "Special Transportation Fund"(STF). The STF funding will be consolidated with the Statewide Transportation Improvement Fund(STIF) in 2023. STF funds are considered exclusive, to benefit seniors and persons with disabilities. The Loop has other funding streams that operate in the same manner, such as the Highly Rural Veterans grant and 5310, serving veterans, low-income, and other disadvantaged populations, these funding streams have historically been the driving force of Morrow County's transit service.

Oregon's Section 122 of HB 2017 Transportation Funding Package established a new dedicated source of funding for improving or expanding public transportation service in Oregon. We know this as the Statewide Transportation Improvement Fund (STIF). STIF provides a sustainable funding source for transit providers to offer service to the general public. The Loop is eligible for 5311 rural formula funding and is actively pursuing this funding as another sustainable source.

This background information is provided to help understand how the Loop is evolving. As the Loop continues to evolve, marketing our services is particularly important, the word "Special" is no longer benefiting the Loop. The Loop's goal is for the public to identify themselves as a user of public transit, thus a department name change of "Morrow County Public Transit" is proposed.

2. FISCAL IMPACT:

N/A

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to change Morrow County Special Transportation to Morrow County Public Transit.

Attach additional background documentation as needed.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

As part of the Environmental Impact Analysis Process, the Oregon Military Department (OMD) sent the Planning Department a Public Notice and requested input on the Environmental Assessment (EA) that is being prepared to analyze potential impacts of two near-term infrastructure projects at Camp Umatilla Oregon (CUO). The two proposed projects would include: 1) improvements to the existing Military Operations on Urban Terrain (MOUT) site and 2) construction of additional firebreaks to augment existing firebreaks at CUO.

The project is designed to create more effective training opportunities for Soldiers at the 249th Regional Training Institute. Additionally, the firebreaks minimize the risk of wildland fire and increase the CUO's ability to control the spread of fires on the installation.

Where a portion of CUO is located in Morrow County, OMD has requested input in identifying issues or areas of concern that should be addressed in the EA. See attached letter from OMD.

Planning staff met with representatives from OMD and Columbia Development Authority (CDA) to discuss proposed near-term and long-term projects at the former Umatilla Chemical Depot (UMCD). The meeting was valuable to better understand the proposed projects and re-development of the former UMCD. These near-term projects are the first of many planned.

This letter prepared for Board of Commissioner consideration includes county support of the proposed projects.

2. FISCAL IMPACT:

N/A

3. SUGGESTED ACTION(S)/MOTION(S):

"I move approval of the comment letter to James G. Arnold with the Oregon Military Department concerning the Environmental Assessment for the improvements to the Military Operations on Urban Terrain site and construction of additional firebreaks at Camp Umatilla Oregon."

Attach additional background documentation as needed.



P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Board of Commissioners

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

September 22, 2021

James G. Arnold, Environmental Program Manager
Oregon Military Department
1776 Militia Way
Salem, OR 97309-5047

RE: Camp Umatilla Oregon Environmental Assessment for Military Operations on Urban Terrain Training Site Improvements and Construction of Firebreaks

Dear Mr. Arnold,

Morrow County appreciates the opportunity to participate in the Oregon Military Department's (OMD) Environmental Assessment (EA) process for the proposed activities, including Urban Terrain Training Site Improvements and Construction of Firebreaks at Camp Umatilla Oregon (CUO). We understand that because these activities are taking place on ground that has been previously disturbed, the EA is not required, however, Morrow County respects that OMD is taking a collaborative approach in assessing for potential impacts.

In the request, OMD will improve the existing Military Operations on Urban Terrain (MOUT) site, providing more effective training opportunities for soldiers that are more reflective of real-world conditions. Additionally, OMD will add firebreaks at CUO which will help reduce the spread of fires on the installation and minimize the risk of wildland fire in the region. These activities are essential to responding effectively to regional and statewide emergencies.

The proposed improvements do not pose any identifiable negative impacts to the immediate surrounding area as activities will primarily take place within the existing MOUT site. We note that the proposed activities appear to be outside of the Umatilla Depot Wildlife Habitat (UDWH) Zone, an area intended to preserve the natural shrub-steppe desert landscape and preserve the wildlife and wildlife habitat. However, should any activities take place within the UDWH Zone, Morrow County would like to request the opportunity to review those developments for compatibility with established Morrow County Plans and Ordinances.

Morrow County appreciates the positive and cooperative relationship with OMD and we commend you for the substantial improvements made, to-date and under way, at the redevelopment of the former Umatilla Chemical Depot (UMCD).

Please accept this letter of support for the proposed improvements at Camp Umatilla Oregon.

Sincerely,

Don Russell
Chair

Jim Doherty
Commissioner

Melissa Lindsay
Commissioner

Cc: Todd Farmer, Deputy Director, Installations Division, OMD
Morrow County Planning Commission
City of Irrigon
City of Boardman
Columbia Development Authority



OREGON MILITARY DEPARTMENT
JOINT FORCE HEADQUARTERS, OREGON NATIONAL GUARD
INSTALLATIONS DIVISION
1776 MILITIA WAY
P.O. BOX 14350
SALEM, OREGON 97309-5047

25 August 2021

Subject: Environmental Assessment for Military Operations on Urban Terrain Training Site Improvements and Construction of Fire Breaks at Camp Umatilla, Oregon

Ms. Stephanie Case
Planner/Interim Planning Director
Morrow County Planning Department
P.O. Box 40
Irrigon, OR 97844
scase@co.morrow.or.us

Dear Ms. Case:

The Oregon Military Department (OMD) is preparing an Environmental Assessment (EA) to analyze the potential impacts of two proposed near-term infrastructure projects at Camp Umatilla Oregon (CUO): 1) improvements to the existing Military Operations on Urban Terrain (MOUT) site, including re-contouring portions of existing terrain using onsite materials, creating dry riverbeds, removing and abandoning sections of existing roads and pavement, and other venue development, and 2) construction of additional firebreaks to augment existing approved firebreaks on CUO. The EA is being prepared in accordance with the National Environmental Policy Act of 1969 (NEPA) (42 *United States Code* 4321 et seq.), the Council on Environmental Quality Regulations Implementing the Procedural Provisions of NEPA (40 *Code of Federal Regulations* [CFR] Parts 1500–1508), 32 CFR Part 651 (Environmental Analysis of Army Actions, Final Rule), and National Guard Bureau NEPA guidelines.

CUO is a 7,500-acre training installation situated within a portion of the former United States Army Umatilla Chemical Depot in both Morrow and Umatilla counties and located at the northwest corner of the junction of Interstate (I)-82 and I-84. It is home to the 249th Regional Training Institute (RTI), the premier training institute in the Pacific Northwest, offering infantry transition courses and advanced infantry leader training. This training installation is being improved to provide individual and group training for units up to battalion size, including annual training for the OMD. The proposed improvements to the existing MOUT site would create varied terrain and obstacles, providing Soldiers with more effective training opportunities reflective of real-world conditions, and add firebreaks to increase CUO's ability to minimize the risk of wildland fire and control the spread of fires on the installation.

The EA will assess the potential impacts associated with the Proposed Action of MOUT site development and the construction of firebreaks. During the course of the EA, detailed investigations will be undertaken to identify potential social, economic, and environmental impacts related to the Proposed Action. These impacts will be documented in the EA, which will be made available for a 30-day public review period.

As part of the OMD's Environmental Impact Analysis Process, we request your input in identifying general or specific issues or areas of concern you feel should be addressed in the environmental analysis. To ensure the OMD has sufficient time to consider your input in the preparation of the Draft EA, please forward written issues, or concerns to Ms. Jessika Cohen, jessika.cohen@mil.state.or.us, (503) 584-3198, or via mail at Oregon Military Department, ATTN: Jessika Cohen, 1776 Militia Way, Post Office Box 14350, Salem, Oregon 97309-5047 within 30 days of receipt of this letter. Thank you in advance for your assistance.

Sincerely,

ARNOLD.JAMES
.G.1289948895

Digitally signed by
ARNOLD.JAMES.G.1289948
895
Date: 2021.08.27 17:05:16
-07'00'

James G. Arnold
Environmental Program Manager

Encls

Figure 1-1: EA Project Vicinity Map

Figure 1-2: Proposed Fire Breaks

Figure 1-3: Proposed Modifications to the MOUT Site



- Legend**
-  Installation Boundary
 -  Waterbody
 -  Interstates
 -  Oregon Roads

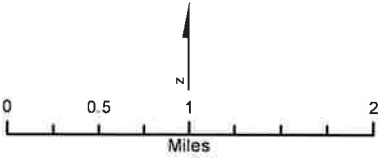
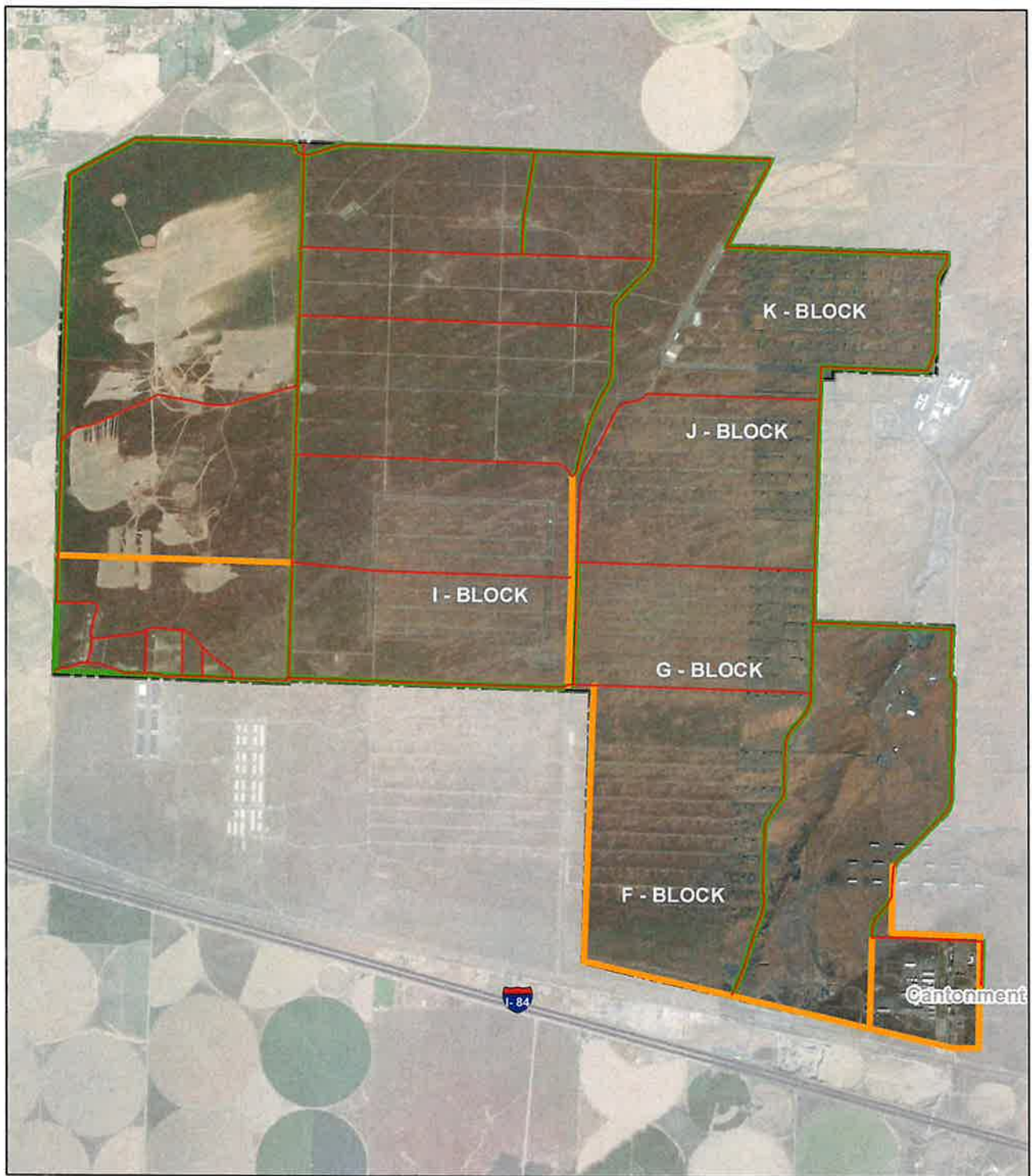


Figure 1-1
Vicinity Map
 Camp Umatilla, Oregon



Legend

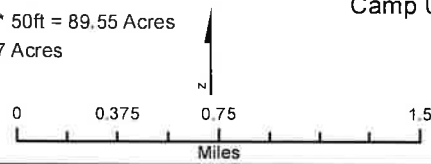
Installation Boundary

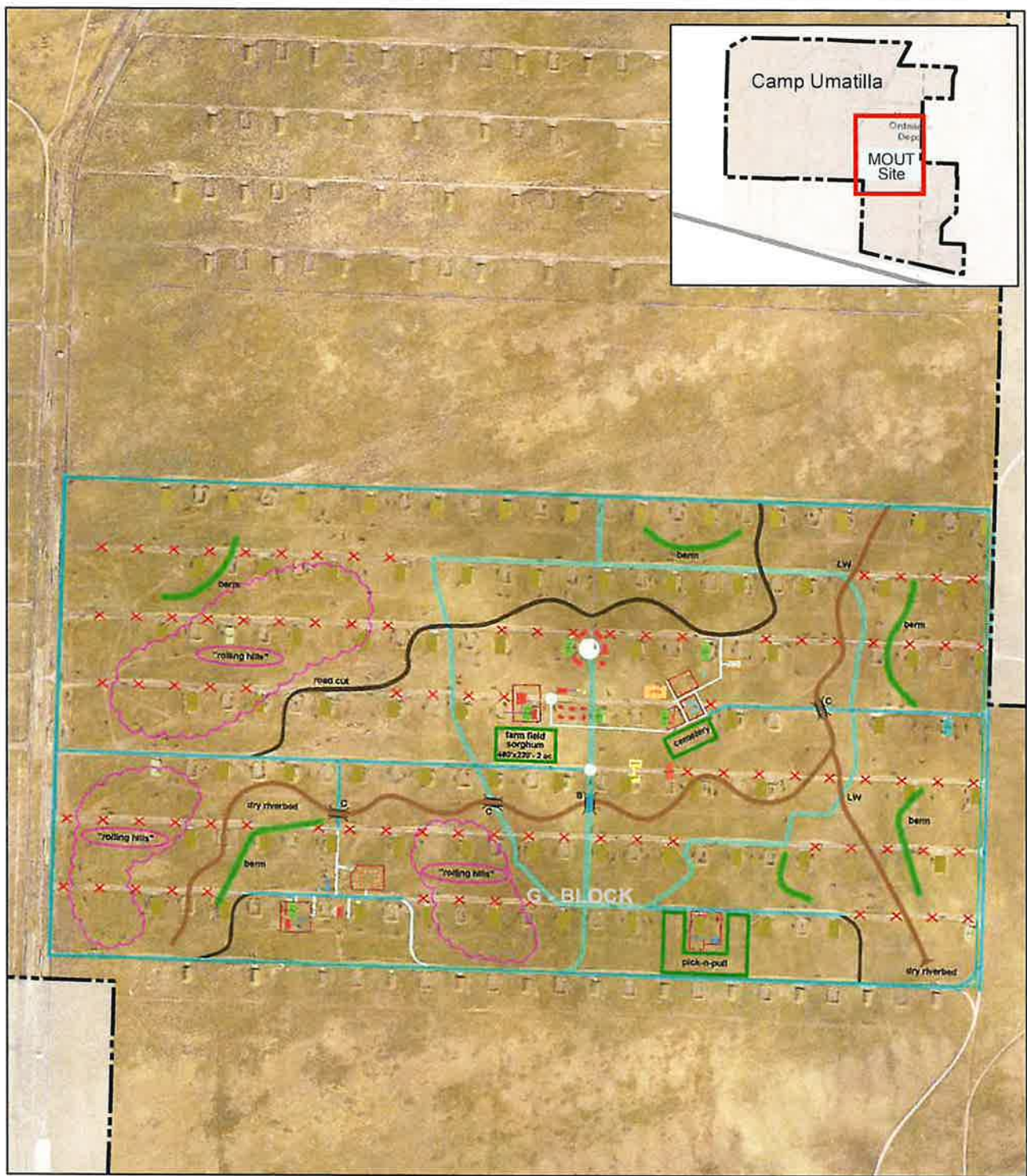
Approved 16ft Firebreaks = 66.9 Acres

Proposed Expansion of Approved Firebreaks 50ft Wide - 21.73 Miles * 50ft = 89.55 Acres

Proposed New Disked Firebreaks 50ft Wide - 6.58 Miles * 50ft = 39.87 Acres

Figure 1-2
Proposed Fire Breaks
 Camp Umatilla, Oregon





- Legend**
- Existing Installation Boundary
 - Proposed/Existing Road
 - Proposed Road Cut (Unpaved)
 - Proposed Topographical Improvement/Berm
 - Proposed Dry Riverbed
 - Existing Topographical Feature
 - Remove Existing Road
 - Proposed Training Venue

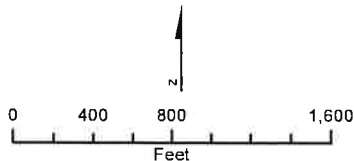


Figure 1-3
Proposed Modifications
to the MOUT Site
 Camp Umatilla, Oregon



Office of the County Counsel

P.O. Box 664, Heppner, Oregon 97836
Telephone: (541) 676-5626
Facsimile: (541) 676-5660

Justin Nelson: County Counsel
Richard Tovey: County Counsel

September 21, 2021

TO: Morrow County Board of Commissioners

FROM: Justin Nelson
Morrow County Counsel

RE: Building Official/Inspector
Senate Bill 866 (2021)

Question: If Morrow County wanted to seek out a 3rd party Building Official/Inspector (private company, not a city or county Building Official), would that be possible? Does SB 866 (2021) require the County to find someone before the end of the year or lose that ability?

Current Morrow County Process:

- Currently Morrow County has an IGA with the City of Boardman to act as the building official and inspector for Morrow County projects. These include:
 - Structural Inspector Level A, B, C
 - Plans Examiner Level A, B, C
 - Mechanical Inspector Level A, B, C
 - Plumbing Inspector Level A B and C
- The IGA with Boardman has been reviewed recently with requested changes. The requested changes have not been approved by the City of Boardman City Council at this time.

3rd Party Contract Building Official Oregon Senate Bill 866 (Attachment A):

- Intent of the Bill:
 - The intent of the bill was to grandfather in the interested jurisdictions who were using third party building officials when the Department of Justice issued their opinion in 2018. This was a group of cities, not counties. There was not an intent for new cities or counties to add a third party building official before the end of the year. (*Senior Policy Advisor, Oregon Department of Consumer and Business Services, Building Codes Division*).
- Can Morrow County contract with a private 3rd Party Building Official?

- Yes, however, it is limited:
 - The Bill provides that a county may contract for 180 days while the county is recruiting for an individual to employ as a Building Official. (Section 2, (2)(a) (A) and (B))
 - The Building Codes Division Director may approve an additional 180 days upon a showing that the County is still actively recruiting to employ a building official.
 - If the County contracts with a private 3rd Party Building Official, the County is required to take additional steps:
 - Qualified Employee (Section 2, (1)(d), (3))
 - County must hire or designate a “qualified employee”. That employee is designated to ratify or disapprove the contract building officials discretionary decisions.
 - Contract building official will be required to (in the contract) notify the qualified employee in writing of the discretionary decisions, and the qualified employee must ratify or disapprove of the decision within 30 days.
 - Local Appeal Board (Section 2, (4)-(5))
 - A local board must be created where a permit applicant may appeal a contract building officials discretionary decisions. The board will need to include a building official of an adjacent county.
 - Audit (Section 2, (6))
 - Independent audit to examine the finances of the building inspection program during the period of time when a contract building official performs services for the county.
 - Must submit operating plan to Director of the Department of Consumer and Business Services. (Section 5).
 - A detailed operating plan that outlines the County’s plan to comply with all of the provisions in Section 2.

Discussion

- End of year timelines
 - In prior discussions with the Board of Commissioners, staff believed that some actions may need to take place prior to the end of the calendar year, or the County would lose the ability to contract with a 3rd party building official.
 - After additional discussion with the State of Oregon Department of Consumer and Business Services, it was determined that the end of year provisions only apply to cities, not to counties.

- There is currently no “rush” to contract with a 3rd party building official to comply with SB 866.
- 3rd party building officials can be used, but will require additional processes to be put in place, and will require either (1) hiring an additional employee to act as the “qualified employee”, or (2) assigning those duties to a current employee. The 3rd party building official can only be used while the County is attempting to hire our own building official for the County (180 days, and potential for an additional 180 days).
- Morrow County met with City of Boardman Officials multiple times and reached an agreement on changes to the IGA. Later county was notified that city did not agree to the changes.
- County staff have reached out to other cities and have confirmed to determine if they would be interested in having an agreement with Morrow County to perform the Building Official and inspection services for Morrow County. A city government is not considered a 3rd party building official, and will not require the same processes outlined in SB 866.

BY: _____

Justin W Nelson
District Attorney
Oregon State Bar No. 07446

**Enrolled
Senate Bill 866**

Sponsored by Senator ANDERSON, Representatives GOMBERG, SMITH DB, SMITH G; Representatives BOSHART DAVIS, CATE, HAYDEN, LEIF, LEVY, MOORE-GREEN, OWENS, RESCHKE, WALLAN, WEBER, WITT, WRIGHT

CHAPTER

AN ACT

Relating to building code enforcement; creating new provisions; and amending ORS 455.148, 455.150, 455.715, 455.732 and 455.740.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Sections 2 to 5 of this 2021 Act are added to and made a part of ORS 455.100 to 455.450.

SECTION 2. (1) As used in sections 2 to 5 of this 2021 Act:

(a) "Building official" has the meaning given that term in ORS 455.715.

(b) "Contract building official" means an owner, manager or employee of a person that the Director of the Department of Consumer and Business Services has licensed to perform specialty code inspections and plan reviews under ORS 455.457 and that engages in the business of providing the services described in ORS 455.148 (3) and 455.150 (3) to one or more municipalities to which the director has delegated a building inspection program.

(c) "Discretionary decision" means:

(A) Waiving a plan review, an inspection or a provision of the state building code; or

(B) Allowing an alternative material, design or method of construction.

(d) "Qualified employee" means an individual that a municipality employs and has designated to ratify or disapprove a contract building official's discretionary decisions and who:

(A) Before exercising oversight over a contract building official, completed, with any applicable certification or other evidence of completion, basic training that the director determines is necessary; and

(B) Within 180 days after a municipality's designation of the individual as a qualified employee, completed, with any applicable certification or other evidence of completion, any advanced training that the director determines is necessary.

(2)(a) Notwithstanding ORS 455.148 (3) and 455.150 (3), a city that procured services from a contract building official on or after January 1, 2018, and before the effective date of this 2021 Act may continue to procure or may again procure services from a contract building official on and after the effective date of this 2021 Act only if the city complies with the provisions of sections 2 to 5 of this 2021 Act. A city that did not procure services from a contract building official before January 1, 2018, may not procure services from a contract building official unless:

(A) The city procures services from a contract building official for a period of not more than 180 days while recruiting for an individual to employ as a building official; or

(B) The city receives approval from the director to procure services from a contract building official for not more than 180 additional days after the period described in subparagraph (A) of this paragraph upon a showing that the city's recruitment to employ a building official remains active after the period described in subparagraph (A) of this paragraph.

(b) A county may procure services from a contract building official after the effective date of this 2021 Act only if the county complies with the provisions of sections 2 to 5 of this 2021 Act and only if the county's procurement occurs for the periods and under the circumstances described for cities in paragraph (a)(A) and (B) of this subsection.

(3)(a) A contract building official shall notify a qualified employee in writing of each of the contract building official's discretionary decisions. The contract building official shall notify a permit applicant of each discretionary decision that relates to the permit application. The notice must list and describe available opportunities for a hearing and appeal of the decision.

(b) A qualified employee must review and ratify or disapprove a contract building official's discretionary decision within 30 days after receiving notice of the decision.

(4)(a) Except as otherwise provided in paragraph (b) of this subsection, a municipality that procures services from a contract building official must establish a local board to which a permit applicant may appeal a contract building official's discretionary decisions.

(b)(A) A city need not establish a local board if the county within which the city is located, or an adjacent county, has a local board that hears, in accordance with this section, all appeals of the discretionary decisions of the city's contract building official. A county need not establish a local board if an adjacent county has a local board that hears, in accordance with this section, all appeals of the discretionary decisions of the county's contract building official or the discretionary decisions of all contract building officials for cities located within the county.

(B) A city may enter into an agreement with the county within which the city is located, or an adjacent county, to hear appeals in accordance with this section. A county may enter into an agreement with an adjacent county to hear appeals in accordance with this section.

(c) A local board that a city establishes under paragraph (a) of this subsection must include as a member the building official of the county within which the city is located or the building official of an adjacent county. A local board that a county establishes under paragraph (a) of this subsection must include as a member a building official from an adjacent county.

(d) A local board described in paragraph (a) of this subsection may not include as a member any contract building official or an owner, manager, director, officer or employee of a person, other than an employee of the municipality, that performs building inspections. An individual who engages in the business of building design or construction may be a member of the local board, but may not hear an appeal of a contract building official's discretionary decision concerning a project that involves a business, or a competitor of a business, that:

(A) The individual owns or manages or for which the individual provides services as an employee, agent or contractor; or

(B) A family member or a member of the individual's household owns or manages or for which the family member or member of the household provides services as an employee, agent or contractor.

(5)(a) The appeal rights to which a permit applicant is entitled before a local board described in subsection (4) of this section must be in addition to and not in lieu of any other rights of appeal the permit applicant may have. A municipality shall require a permit applicant to submit any appeal within 30 days after receiving a notice concerning the permit application under subsection (3) of this section and the local board must review and issue a determination of the appeal within 30 days after receiving notice of the appeal.

(b) In an appeal under subsection (4) of this section, a permit applicant must establish by a preponderance of the evidence that overturning the discretionary decision of the contract building official will not create a dangerous or unsafe condition or decrease the minimum fire and life safety standards set forth in the relevant code.

(6)(a) A city that procures services from a contract building official shall have an independent auditor examine the finances of the city's building inspection program at least once every two years. The city may have the audit performed in conjunction with an audit under ORS 297.425. A county that procures services from a contract building official shall have an audit performed that covers the period of time during which the contract building official performed services for the county.

(b) At a minimum, an audit under this subsection must examine all collections and usage of permit fees and all expenditures of moneys that have occurred from the proceeds of the fees since the last audit or since a municipality began procuring services from the contract building official, whichever period is shorter, and must verify that the municipality dedicates all fees the municipality collects for plan review, permit issuance or administering and enforcing specialty codes only to the purposes specified in ORS 455.210 and 479.845.

(c) A municipality shall make the results of each audit available to the public by easily accessible electronic means, including by posting the results on the municipality's website.

(7) A city that procured services from a contract building official within the period described in subsection (2) of this section may at any time choose to procure services from a different contract building official, may employ a building official or, in cooperation with another municipality, may appoint a building official employed by the other municipality to administer a building inspection program for both the city and the other municipality.

(8)(a) If the director has reason to believe that a violation of this section has occurred, the director may:

(A) Examine a municipality's building code inspection, administration and enforcement activities and the activities of the contract building official from which the municipality procured services;

(B) Perform an investigation and take sworn testimony; and

(C) Issue subpoenas, subject to the authorization of the Attorney General, to persons or for records for the purpose of obtaining testimony, documents and information about a municipality's official actions or omissions and the actions or omissions of a contract building official, including information that is subject to public inspection under ORS 192.311 to 192.478.

(b) Before taking an action under paragraph (a) of this subsection, the director shall notify the municipality and the contract building official that are the subjects of the director's intended action. In the notice, the director shall set forth the reasons the director believes a violation has occurred and cite any applicable statutes or rules. The director may immediately take an action described in paragraph (a) of this subsection if the director does not receive a satisfactory response within 30 days after the date of the director's notice.

(9)(a) If the director finds that a violation of this section has occurred, the director may issue and serve a written order upon a municipality, or upon a contract building official from which the municipality procured services, that specifies corrective action. The order must state the facts and identify applicable law that forms the basis for the director's finding that a violation has occurred and must give the municipality or the contract building official reasonable time, which may not be less than 10 business days, within which to perform the director's specified corrective action.

(b) In addition to the corrective action described in paragraph (a) of this subsection, the director may require the municipality to:

(A) Increase the frequency of the audit required under subsection (6) of this section to once per year.

(B) Submit a written plan that describes how the municipality will achieve compliance with this section. If the director accepts the plan, the director shall incorporate the provisions of the plan into an order that is binding upon the municipality.

(C) State and document the actions that the municipality has undertaken independently to correct the violation.

(c) If the director finds that a pattern of violations of this section has occurred:

(A) The municipality that is the subject of the director's finding may not procure services from a contract building official and shall, within 180 days after the date of the director's finding:

(i) Employ a building official;

(ii) Appoint a building official in cooperation with another municipality and agree with the other municipality that the building official shall perform services for both municipalities; or

(iii) Abandon the municipality's building inspection program in accordance with ORS 455.148 and 455.150; and

(B) The director may suspend, revoke, deny or refuse to renew the certification of the contract building official that is the subject of the director's finding. An action of the director under this subparagraph does not affect a municipality's ability to procure services from a different contract building official with a valid certification.

(d) In any proceeding under paragraph (c)(B) of this subsection, the municipality that appoints or employs the contract building official may appear as a party in interest, either for or against the director's proposed action.

SECTION 3. (1) A municipality may enact or adopt an ordinance or resolution or take another legislative action to ratify the discretionary decisions that a contract building official made before the effective date of this 2021 Act.

(2) If a municipality ratifies a discretionary decision that a contract building official made on behalf of the city as part of the administration and enforcement of a building inspection program before the effective date of this 2021 Act, the contract building official's discretionary decision is lawful to the same extent that the discretionary decision would be lawful if the municipality had made the discretionary decision.

(3) A permit or certificate of occupancy that a municipality ratifies under this section is presumed valid.

SECTION 4. (1) A building official, a contract building official, an inspector, a plan reviewer or another person that provides building inspection services under contract with a municipality is a public official for the purposes of ORS chapter 244.

(2) In addition to and not in lieu of the authority of the Oregon Government Ethics Commission, the Director of the Department of Consumer and Business Services has the authority to suspend, revoke, deny, condition or refuse to renew a license, certification or registration of a building official, contract building official, inspector, plan reviewer or other person that provides building inspection services under contract with a municipality if the director determines that the building official, contract building official, inspector, plan reviewer or other person or an owner, director, officer, manager, member or majority shareholder of the building official, contract building official, inspector, plan reviewer or other person has violated ORS 244.025, 244.040, 244.047, 244.175, 244.177 and 244.179 or has engaged in an actual conflict of interest as defined in ORS 244.020.

(3) A determination of the director under subsection (2) of this section does not bind the Oregon Government Ethics Commission.

SECTION 5. (1) A city that intends to continue to procure services from a contract building official shall, on or after the effective date of this 2021 Act:

(a) Comply with section 2 of this 2021 Act; and

(b) Submit an updated operating plan to the Director of the Department of Consumer and Business Services that outlines the city's plan for compliance with section 2 of this 2021 Act.

(2) A city that does not comply with section 2 of this 2021 Act or does not submit an updated operating plan as provided in subsection (1)(b) of this section may not procure services from a contract building official unless the city's procurement occurs for the periods and under the circumstances described in section 2 (2)(a)(A) and (B) of this 2021 Act.

SECTION 6. Section 7 of this 2021 Act is added to and made a part of ORS chapter 12.

SECTION 7. An action to challenge the validity of a building permit that a contract building official, as defined in section 2 of this 2021 Act, issued before the effective date of this 2021 Act on the basis that the contract building official lacked the authority to issue the building permit or to make a discretionary decision, as defined in section 2 of this 2021 Act, must be commenced on or before December 31, 2024.

SECTION 8. ORS 455.148 is amended to read:

455.148. (1)(a) A municipality that assumes the administration and enforcement of a building inspection program shall administer and enforce the program for all of the following:

(A) The state building code, as defined in ORS 455.010, except as set forth in paragraph (b) of this subsection.

(B) Manufactured dwelling installation requirements under ORS 446.155, 446.185 (1) and 446.230.

(C) Manufactured dwelling parks and mobile home parks under ORS chapter 446.

(D) Park and camp programs regulated under ORS 455.680.

(E) Tourist facilities regulated under ORS 446.310 to 446.350.

(F) Manufactured dwelling alterations regulated under ORS 446.155.

(G) Accessory buildings or structures under ORS 446.253.

(H) Boilers and pressure vessels described in rules adopted under ORS 480.525 (5).

(b) A building inspection program of a municipality may not include:

(A) Boiler and pressure vessel programs under ORS 480.510 to 480.670 except those described in rules adopted under ORS 480.525 (5);

(B) Elevator programs under ORS 460.005 to 460.175;

(C) Amusement ride regulation under ORS 460.310 to 460.370;

(D) Prefabricated structure regulation under ORS chapter 455;

(E) Manufacture of manufactured dwelling programs under ORS 446.155 to 446.285, including the administration and enforcement of federal manufactured dwelling construction and safety standards adopted under ORS 446.155 or the National Manufactured Housing Construction and Safety Standards Act of 1974;

(F) Licensing and certification, or the adoption of statewide codes and standards, under ORS chapter 446, 447, 455, 479 or 693; or

(G) Review of plans and specifications as provided in ORS 455.685.

(2) A municipality that administers a building inspection program as allowed under this section shall do so for periods of four years. The Department of Consumer and Business Services shall adopt rules to adjust time periods for administration of a building inspection program to allow for variations in the needs of the department and participants.

[3] **(3)(a)** *[When]* **If** a municipality administers a building inspection program, the governing body of the municipality shall, unless other means are already provided, appoint **or employ** a person to **serve as a building official, who will** administer and enforce the building inspection program, *who shall be known as the building official*. **Under the circumstances described in section 2 (2) of this 2021 Act, a municipality may for the same purpose enter into a contract with a contract building official, as defined in section 2 of this 2021 Act.** A building official **or contract building official** shall, in the municipality *[for which]* **that** appointed **or employed the building official or that contracted with the contract building official**, attend to all aspects of code enforcement, including the issuance of all building permits. Two or more municipalities may combine in the appointment of a single building official **or in a contract for a single contract building official** for the purpose of administering a building inspection program within *[their communities]* **each municipality**.

(b) A contract between a municipality and a contract building official is subject to applicable provisions of ORS chapters 279A, 279B and 279C.

(4)(a) By January 1 of the year preceding the expiration of the four-year period described in subsection (2) of this section, the governing body of the municipality shall notify the Director of the Department of Consumer and Business Services and, if the municipality is not a county, notify the county whether the municipality will continue to administer and enforce the building inspection program after expiration of the four-year period.

(b) Notwithstanding the January 1 date set forth in paragraph (a) of this subsection, the director and the municipality and, if the municipality is not a county, the county may by agreement extend that date to no later than March 1.

(5) If a city does not notify the director, or notifies the director that *[it]* **the city** will not administer the building inspection program, the county or counties *[in]* **within** which the city is located shall administer and enforce the county program within the city in the same manner as the program is administered and enforced outside the city, except as provided by subsection (6) of this section.

(6) If a county does not notify the director, or notifies the director that *[it]* **the county** will not administer and enforce a building inspection program, the director shall contract with a municipality or other person or use such state employees or state agencies as are necessary to administer and enforce a building inspection program, and permit or other fees arising *[therefrom shall]* **from the building inspection program must** be paid into the Consumer and Business Services Fund created by ORS 705.145 and credited to the account responsible for paying the expenses *[thereof]* **of the department related to administering and enforcing the building inspection program.** A state employee may not be displaced as a result of using contract personnel.

(7) The governing body of a municipality may commence responsibility for the administration and enforcement of a building inspection program beginning July 1 of any year by notifying the director no later than January 1 of the same year and obtaining the director's approval of an assumption plan as described in subsection (11)(c) of this section.

(8) The department shall adopt rules to require the governing body of each municipality assuming or continuing a building inspection program under this section to submit a written plan with the notice required under subsection (4) or (7) of this section. If the department is the governing body, the department shall have a plan on file. The plan must specify how cooperation with the State Fire Marshal or a designee of the State Fire Marshal will be achieved and how a uniform fire code will be considered in the review process of the design and construction phases of buildings or structures.

(9) A municipality that administers and enforces a building inspection program pursuant to this section shall recognize and accept the performances of state building code activities by businesses and persons authorized under ORS 455.457 to perform the activities as if the activities were performed by the municipality. A municipality is not required to accept an inspection, a plan or a plan review that does not meet the requirements of the state building code.

(10) The department or a municipality that accepts an inspection or plan review as required by this section by a person licensed under ORS 455.457 has no responsibility or liability for the activities of the licensee.

(11) In addition to the requirements of ORS 455.100 and 455.110, the director shall regulate building inspection programs that municipalities assume on or after January 1, 2002. Regulation under this subsection *[shall]* **must** include but not be limited to:

(a) Creating building inspection program application and amendment requirements and procedures;

(b) Granting or denying applications for building inspection program authority and amendments;

(c) Requiring a municipality assuming a building inspection program to submit with the notice given under subsection (7) of this section an assumption plan that includes, at a minimum:

(A) A description of the intended availability of program services, including proposed service agreements for carrying out the program during at least the first two years;

(B) Demonstration of the ability and intent to provide building inspection program services for at least two years;

(C) An estimate of proposed permit revenue and program operating expenses;

(D) Proposed staffing levels; and

(E) Proposed service levels;

(d) Reviewing procedures and program operations of municipalities;

(e) Creating standards for efficient, effective, timely and acceptable building inspection programs;

(f) Creating standards for justifying increases in building inspection program fees adopted by a municipality;

(g) Creating standards for determining whether a county or department building inspection program is economically impaired [*in its ability*] **because of the county's or the department's inability** to reasonably continue providing the program throughout a county, if another municipality is allowed to provide a building inspection program within the same county; and

(h) Enforcing the requirements of this section.

(12) The department may assume administration and enforcement of a building inspection program:

(a) During the pendency of activities under ORS 455.770;

(b) If a municipality abandons or is no longer able to administer the building inspection program; [*and*] **or**

(c) If a municipality fails to substantially comply with any provision of this section or of ORS 455.465, 455.467 and 455.469.

(13) If the department assumes the administration and enforcement of a building inspection program under this section, in addition to any other power granted to the director, the director may:

(a) Enter into agreements with local governments under ORS 455.185 regarding the administration and enforcement of the assumed building inspection program;

(b) Take action as described in ORS 455.192 to ensure that sufficient staff and other resources are available for the administration and enforcement of the assumed building inspection program; [*and*]

(c) Charge fees described in ORS 455.195 for department services provided in administering and enforcing the assumed building inspection program[.]; **and**

(d) Ratify or disapprove the discretionary decisions of a contract building official, as both terms are defined in section 2 of this 2021 Act, to the extent that a municipality could ratify or disapprove the discretionary decisions of the municipality's contract building official.

(14) A municipality that abandons or otherwise ceases to administer and enforce a building inspection program that the municipality assumed under this section may not resume the administration or enforcement of the program for at least two years. The municipality may resume the administration and enforcement of the abandoned program only on July 1 of an odd-numbered year. Prior to resuming the administration and enforcement of the program, the municipality must follow the notification procedure set forth in subsection (7) of this section.

SECTION 9. ORS 455.150 is amended to read:

455.150. (1) Except as provided in subsection (15) of this section, a municipality that assumes the administration and enforcement of a building inspection program prior to January 1, 2002, may administer and enforce all or part of a building inspection program. A building inspection program:

(a) Is a program that includes the following:

(A) The state building code, as defined in ORS 455.010, except as set forth in paragraph (b) of this subsection.

(B) Manufactured dwelling installation requirements under ORS 446.155, 446.185 (1) and 446.230.

(C) Manufactured dwelling parks and mobile home parks under ORS chapter 446.

(D) Park and camp programs regulated under ORS 455.680.

(E) Tourist facilities regulated under ORS 446.310 to 446.350.

(F) Manufactured dwelling alterations regulated under ORS 446.155.

- (G) Accessory buildings or structures under ORS 446.253.
- (H) Boilers and pressure vessels described in rules adopted under ORS 480.525 (5).
- (b) Is not a program that includes:
 - (A) Boiler and pressure vessel programs under ORS 480.510 to 480.670 except those described in rules adopted under ORS 480.525 (5);
 - (B) Elevator programs under ORS 460.005 to 460.175;
 - (C) Amusement ride regulation under ORS 460.310 to 460.370;
 - (D) Prefabricated structure regulation under ORS chapter 455;
 - (E) Manufacture of manufactured dwelling programs under ORS 446.155 to 446.285, including the administration and enforcement of federal manufactured dwelling construction and safety standards adopted under ORS 446.155 or the National Manufactured Housing Construction and Safety Standards Act of 1974;
 - (F) Licensing and certification, or the adoption of statewide codes and standards, under ORS chapter 446, 447, 455, 479 or 693; and
 - (G) Review of plans and specifications as provided in ORS 455.685.

(2) A municipality that administers a building inspection program as allowed under this section shall do so for periods of four years. The Department of Consumer and Business Services shall adopt rules to adjust time periods for administration of a building inspection program to allow for variations in the needs of the department and participants.

[3] **(3)(a)** *[When]* **If** a municipality administers a building inspection program, the governing body of the municipality shall, unless other means are already provided, appoint **or employ** a person to **serve as a building official, who will** administer and enforce **all or parts of** the building inspection program *[or parts thereof, who shall be known as the building official]*. **Under the circumstances described in section 2 (2) of this 2021 Act, a municipality may for the same purpose enter into a contract with a contract building official, as defined in section 2 of this 2021 Act.** A building official **or contract building official** shall, in the municipality *[for which]* **that** appointed **or employed the building official or contracted with the contract building official**, attend to all aspects of code enforcement, including the issuance of all building permits. Two or more municipalities may combine in the appointment of a single building official **or in a contract with a single contract building official** for the purpose of administering a building inspection program within *[their communities]* **each municipality**.

(b) A contract between a municipality and a contract building official is subject to applicable provisions of ORS chapters 279A, 279B and 279C.

(4)(a) By January 1 of the year preceding the expiration of the four-year period described in subsection (2) of this section, the governing body of the municipality shall notify the Director of the Department of Consumer and Business Services and, if not a county, notify the county whether the municipality will continue to administer **all or part of** the building inspection program[]], *or parts thereof,* after *[expiration of]* the four-year period **expires**. If parts of a building inspection program are to be administered and enforced by a municipality, the parts shall correspond to a classification designated by the director as reasonable divisions of work.

(b) Notwithstanding the January 1 date set forth in paragraph (a) of this subsection, the director and the municipality and, if the municipality is not a county, the county may by agreement extend that date to no later than March 1.

(5) If a city does not notify the director, or notifies the director that *[it]* **the city** will not administer **all or parts of** certain specialty codes *[or parts thereof]* under the building inspection program, the county or counties *[in]* **within** which the city is located shall administer and enforce those codes or parts *[thereof]* **of the codes** within the city in the same manner as *[it administers and enforces them]* **the county or counties administer and enforce the codes or parts of the codes** outside the city, except as provided by subsection (6) of this section.

(6) If a county does not notify the director, or notifies the director that *[it]* **the county** will not administer and enforce **all or parts of** certain specialty codes *[or parts thereof]* under the building inspection program, the director shall contract with a municipality or other person or use such state

employees or state agencies as are necessary to administer and enforce those codes or parts [thereof] **of the codes**, and permit or other fees arising [therefrom shall] **from the administration and enforcement must** be paid into the Consumer and Business Services Fund created by ORS 705.145 and credited to the account responsible for paying such expenses. A state employee may not be displaced as a result of using contract personnel.

(7) If a municipality administering a building inspection program under this section seeks to administer additional parts of a program, the municipality must comply with ORS 455.148, including the requirement that the municipality administer and enforce all aspects of the building inspection program. Thereafter, the municipality is subject to ORS 455.148 and ceases to be subject to this section.

(8) The department shall adopt rules to require the governing body of each municipality to submit a written plan with the notice required under subsection (4) of this section. If the department is the governing body, the department shall have a plan on file. The plan shall specify how cooperation with the State Fire Marshal or a designee of the State Fire Marshal will be achieved and how a uniform fire code will be considered in the review process of the design and construction phases of buildings or structures.

(9) A municipality that administers a code for which persons or businesses are authorized under ORS 455.457 to perform activities shall recognize and accept those activities as if performed by the municipality. A municipality is not required to accept an inspection, a plan or a plan review that does not meet the requirements of the state building code.

(10) The department or a municipality that accepts an inspection or plan review as required by this section by a person licensed under ORS 455.457 has no responsibility or liability for the activities of the licensee.

(11) In addition to the requirements of ORS 455.100 and 455.110, the director shall regulate building inspection programs of municipalities assumed prior to January 1, 2002. Regulation under this subsection [shall] **must** include but not be limited to:

- (a) Creating building inspection program application and amendment requirements and procedures;
- (b) Granting or denying applications for building inspection program authority and amendments;
- (c) Reviewing procedures and program operations of municipalities;
- (d) Creating standards for efficient, effective, timely and acceptable building inspection programs;
- (e) Creating standards for justifying increases in building inspection program fees adopted by a municipality;
- (f) Creating standards for determining whether a county or department building inspection program is economically impaired [in its ability] **because of the county's or the department's inability** to reasonably continue providing the program or part of the program throughout a county, if another municipality is allowed to provide a building inspection program or part of a program within the same county; and
- (g) Enforcing the requirements of this section.

(12) The department may assume administration and enforcement of a building inspection program:

- (a) During the pendency of activities under ORS 455.770;
- (b) If a municipality abandons any part of the building inspection program or is no longer able to administer the building inspection program; [and] **or**
- (c) If a municipality fails to substantially comply with any provision of this section or of ORS 455.465, 455.467 and 455.469.

(13) If the department assumes the administration and enforcement of a building inspection program under this section, in addition to any other power granted to the director, the director may:

- (a) Enter into agreements with local governments under ORS 455.185 regarding the administration and enforcement of the assumed building inspection program;

(b) Take action as described in ORS 455.192 to ensure that sufficient staff and other resources are available for the administration and enforcement of the assumed building inspection program; *[and]*

(c) Charge fees described in ORS 455.195 for department services provided in administering and enforcing the assumed building inspection program[.]; **and**

(d) Ratify or disapprove the discretionary decisions of a contract building official, as both terms are defined in section 2 of this 2021 Act, to the extent that a municipality could ratify or disapprove the discretionary decisions of the municipality's contract building official.

(14) If a municipality abandons or otherwise ceases to administer all or part of a building inspection program described in this section, the municipality may not resume the administration and enforcement of the abandoned program or part of a program for at least two years. The municipality may resume the administration and enforcement of the abandoned program or part of a program only on July 1 of an odd-numbered year. To resume the administration and enforcement of the abandoned program or part of a program, the municipality must comply with ORS 455.148, including the requirement that the municipality administer and enforce all aspects of the building inspection program. Thereafter, the municipality is subject to ORS 455.148 and ceases to be subject to this section.

(15) A municipality that administers and enforces a building inspection program under this section shall include in the program the inspection of boilers and pressure vessels described in subsection (1)(a)(H) of this section.

SECTION 10. ORS 455.715 is amended to read:

455.715. As used in ORS 455.715 to 455.740, unless the context otherwise requires:

(1) "Building official" means a person charged by a municipality with responsibility for administration and enforcement of the state building code in the municipality.

(2) "Business of providing prefabricated structure plan approvals and inspections" means an independent contractor providing prefabricated structure plan approval or inspection services, or both, under the following specialty codes, as provided in **this section and** ORS 455.020[,], **and** 455.705 *[and 455.715]*:

- (a) Structural;
- (b) Mechanical;
- (c) Plumbing;
- (d) Electrical; and
- (e) Low-rise residential dwelling.

(3) "Inspector" means:

(a) A person, including a plans examiner, acting under the authority and direction of a building official and charged with the responsibility of routine enforcement of one or more specialty codes or parts of specialty codes;

(b) A person, including a plans examiner, who provides enforcement of one or more specialty codes or parts of specialty codes and who is personally in the business of providing prefabricated structure plan approvals or inspections or is employed by such a business;

(c) A specialized building inspector certified under ORS 455.723 who is employed **or otherwise authorized** by a municipality or by the Department of Consumer and Business Services;

(d) A person employed **or otherwise authorized** by a municipality or the department who is certified under ORS 455.732 to perform inspections under one or more specialty codes throughout a building code administrative region; or

(e) A person designated by the Director of the Department of Consumer and Business Services to ensure compliance with a specialty code or with any requirement for a license, registration, certification, endorsement or other authorization to perform work related to the administration and enforcement of the state building code.

SECTION 11. ORS 455.732 is amended to read:

455.732. (1) As used in this section, “building code administrative region” means a region established by the Director of the Department of Consumer and Business Services under ORS 455.042 for the uniform administration of the state building code.

(2) The authority of the director under ORS 455.720 and 455.723 to specify terms, conditions and classifications for the certification of inspectors includes the authority to certify an inspector to perform inspections under multiple specialty codes or parts of a specialty code.

(3) The director may provide for an inspector who is likely to be employed **or otherwise authorized** within a specific building code administrative region to be certified to perform inspections throughout a building code administrative region, whether within or outside of a municipality. The director may recognize any training program certified by the director under ORS 455.723 or 455.725 for purposes of certifying an inspector to perform inspections throughout a building code administrative region. This subsection does not require a municipality administering and enforcing a building inspection program under ORS 455.148 or 455.150 to allow an inspector certified under this subsection who is not employed **or otherwise authorized** by the municipality to perform building inspections on behalf of the municipality.

(4) In determining the appropriate experience, training or other qualifications for an inspector under ORS 455.720 or 455.723, the director shall consult with the appropriate advisory boards. The factors to be considered by the director may include, but need not be limited to:

(a) Any factors specific to, or of particular relevance to, a specialty code or to the types of buildings, structures, systems or equipment in a geographic area that are inspected under the specialty code;

(b) Staffing levels or other specific criteria for building inspection programs established by a municipality [*where*] **within which** the inspector is likely to be employed **or otherwise authorized to perform inspections**, or for building inspection programs established by the director; and

(c) Any factors specific to, or of particular relevance to, the building code administrative region within which the inspector is likely to be employed **or otherwise authorized to perform inspections**.

(5) In determining the scope of certifications and qualifications for an inspector, the director may utilize field training equivalency, independent evaluations or other methods the director deems appropriate.

SECTION 12. ORS 455.740 is amended to read:

455.740. (1) Subject to ORS chapter 183, the Director of the Department of Consumer and Business Services may deny, condition, suspend, revoke or refuse to renew a certificate of a building official or inspector if the director finds that the building official or inspector has:

(a) Consistently failed to act in the public interest in the performance of duties;

(b) Failed to complete the continuing education requirements as required under ORS 455.720 (4);

(c) Provided false information to the department; or

(d) Committed an act described in ORS 455.125 or 455.129.

(2) In any revocation proceeding under this section, the municipality that **appoints or** employs the building official or inspector [*shall be entitled to*] **may** appear as a party in interest, either for or against the revocation.

(3) When a certification is suspended or revoked under this section, the director may also suspend, deny or place conditions on that person’s right to reapply for certification under ORS 455.735 for a period not to exceed 12 months.

(4) This section does not limit or otherwise affect the authority of a municipality to dismiss or suspend a building official or inspector at the discretion of the municipality.

(5) Notwithstanding the requirements of subsections (1) to (4) of this section, the director may adopt rules that:

(a) Allow certifications to be placed on inactive status; and

(b) Extend continuing education compliance requirements in case of illness or hardship.

Passed by Senate June 16, 2021

.....
Lori L. Brocker, Secretary of Senate

.....
Peter Courtney, President of Senate

Passed by House June 25, 2021

.....
Tina Kotek, Speaker of House

Received by Governor:

.....M,....., 2021

Approved:

.....M,....., 2021

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M,....., 2021

.....
Shemia Fagan, Secretary of State



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5e

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Darrell Green, Tamra Mabbott
Department: Planning
Short Title of Agenda Item:

Date submitted to reviewers: September 16, 2021
Requested Agenda Date: September 22, 2021

(No acronyms please)

Continue discussion about Building Codes Program including option to hire a third party provider and evaluate financial impacts.

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Tamra Mabbott September 16, 2021 Department Director

Required for all BOC meetings

[Signature] Administrator

Required for all BOC meetings

County Counsel

*Required for all legal documents

Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This is a follow up to Board reports on September 8 most recently, as well as discussion and work sessions over the past several months. On September 8th, Board asked staff to research and provide information on the following:

1. Full Time Employee (fte) costs for a permit tech position (attached from Human Resources Director, Lindsay Grogan)
2. Report by County Counsel on a Request for Proposal and legal and other issues to consider regarding the move to county program. (attached from County Counsel, Justin Nelson)

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Select option and provide input on options summarized in September 3, 2021 memo also included in September 8 Board packet.

- I. Continue with IGA with City of Boardman and update the 2000 IGA.
- II. Create and recruit a new fte position Building Official and Building Inspector
- III. Contract with a third party for inspection services.

Attach additional background documentation as needed.

Hi Tamra and team,

Please see attached for the draft job descriptions and proposed pay ranges based on the *JobMeas* tool:

- 1) Permit Tech – New position – Range 7 AFSCME General Scale - \$3,198 per month
- 2) Office Manager – Added Permit Tech Duties – Remains at Range 8 AFSCME General Scale - \$3,358 per month
- 3) Compliance Planner – Added Permit Tech Duties – Remains at Range 12 AFSCME General Scale - \$4,082 per month

Please let me know if you have any questions!

Lindsay Grogan, Human Resource Director

Morrow County



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Sept 2021
Position Title: Permit Tech
Department: Planning
Supervisor: Planning Director
Pay Scale: Range 7, AFSCME General

Position Summary: Issues building, electrical, mechanical and plumbing permits. Performs routine responsible, general or specialized clerical work within the Building Department. Provides general information to property owners, contractors, and developers regarding permit information, requirements, and other building construction activities.

Supervisory Responsibilities: None

Qualifications:

- Education: High School Diploma or GED
- Experience: One year office/clerical experience required.
- Experience: Knowledge of technical aspects concerning issuance of building permits under State, County, and City regulations and ordinances preferred.
- License: A valid Oregon Driver's License and proof of an acceptable driving record.

Skills/Abilities:

- Knowledge of: Considerable knowledge of office practices and procedures. Thorough knowledge of rules of effective English usage, grammar and general office practices and procedures. Considerable knowledge of office organization and procedures, operations, policies and terminology of the assigned department, laws, regulations, ordinances and Oregon Structural Specialty Code affecting area of responsibility. Knowledge of different filing systems including alphabetical, numerical and chronological. Knowledge of business telephone etiquette.
- Ability to: Independently research assigned problems, organize material from various sources, maintain confidentiality, handle complaints and problems courteously. Accurately classify, file and retrieve materials and documents. Ability to express ideas and convey information effectively, orally and in writing. Perform

accurate work to a high level of proficiency. Deal effectively with frequent interruptions and several situations at one time. Maintain effective working relationships with other employees, supervisors, and the public. Establish priorities and organize own workload.

- Knowledge of or ability to learn ePermitting or similar electronic system for building and other construction permits.
- Equipment used: Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, email, and other software applications as required.

Job Duties/Responsibilities:

- Performs technical duties directly related to the function/operations of the Building Department, coordinates with the public, other organizations and employees the specific functions related to operations of the Building Department.
- Assists the public, business and outside organizations in area of responsibility using knowledge of area of responsibility as well as established guidelines and policies.
- Receives applications and performs technical duties directly related to the function/operations of the Building Department. Reviews building applications, uploads and organizes electronic documents, fee assessments and collections, apply standardization, and timely permit issuance.
- Collects fees and provides cashiering functions for transactions, including: building permits, system development charges, and construction excise taxes.
- Organizes permit activity and regular enforcement action records (i.e: expired permits).
- Coordinates with the public specific functions related to operations of the Building Department.
- Types correspondence, technical reports, and statistical data from handwritten rough drafts. Answers phones, routes calls, makes appointments, and takes messages.
- Obtains and compiles information needed for administrative use or for preparation of monthly reports.
- Establishes and maintains a variety of files or other records.

- Maintains various accounting and budget records. Issues purchase orders and various types of building permits.
- Provides support and assistance to other staff members.
- Handles information of a sensitive and confidential nature; reviews and disseminates information to appropriate personnel.
- Performs related duties as assigned to meet business needs.

Essential Job Functions:

Working Environment: While performing the duties of this position, the employee is primarily working indoors in an office environment. The noise level in the work environment is usually moderate and lighting is adequate. May include travel to other county facilities or within the state for training.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.
- Other physical requirements include walking, bending, stooping, twisting, crouching, climbing, balance, filing books on upper shelves, lifting heavy boxes and files up to 50 pounds occasionally.

Mental:

- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to maintain confidentiality.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Sept. 1995, Oct. 2020
Position Title: Office Manager
Department: Planning Department
Supervisor: Planning Director
Pay Scale: Range 8, AFSCME General Scale

Position Summary: Under the direct supervision of the Planning Director, the Office Manager/Project Coordinator provides counter assistance, manages the Planning Department's administrative functions, provides administrative support to the Planning Commission and participates in special assignments.

Supervisory Responsibilities: None.

Qualifications:

- Education: Associate's degree or equivalent with emphasis in office support and management.
- Experience: Four years of administrative and clerical experience.

Skills/Abilities:

- Experience with a variety of office equipment, or ability to learn.
- Ability to acquire a practical knowledge and overview of the land use planning procedures, regulations and processes used in Morrow County.
- The communication skills necessary to handle requests and questions in a competent, professional and friendly manner.
- The ability to learn the techniques and procedures necessary to use the department software including: WORD, Excel, digital recording software, and PC Tools.
- A thorough knowledge of administrative support techniques and procedures and the ability to implement them.
- Ability to effectively use oral and written communication in the performance of duties and responsibilities.
- Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

- Equipment used: Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, email, and other software applications as required.

Job Duties/Responsibilities:

- Manage the office functions and procedures of the Planning Department.
 - Provide administrative support for the Planning Director and planners as necessary.
 - Respond to informational inquiries from the public, agencies and organizations.
 - Assist the public in identifying necessary permits administered and issued by the Planning Director and planners.
 - Set up files for applications including conditional use permits, variances, land partitions, subdivisions, zone changes, code and zoning violations, and plan and code amendments.
 - Together with input from the Planning Director, assign applications to planners
 - Set up hearing checklist for Planning Commission meetings.
 - Set up hearing checklist for Board of Commissioner land use hearings.
 - Collect data and assist Planning Director and planners with staff reports.
 - Provide notice to adjacent property owners and interested parties, as required by established departmental procedure, state law and local ordinance.
 - Develop and submit required legal notices as required by Oregon law and local Ordinance.
 - Implement a system for annual review of permits as required.
 - With planners, finalize files for both paper and digital filing.
 - Set up meetings with other agencies, property owners and other departments to review subdivision applications and for other projects as necessary to support the Planning Director.
 - Serve as Notary Public for department and public use.
 - Assist in set up and implementation of program to convert files to digital format.

- Provide administrative support for Planning Commission Meetings.
 - Prepare and distribute the monthly agenda to Planning Commission and interested parties. Coordinate agenda with Planning Director and Planners.
 - Prepare and distribute meeting notices to appropriate news media, for example Legal Notices for Land Use Hearings.
 - Prepare, assemble and distribute packets for Planning Commission meetings, both electronically and for parcel post.
 - Upload agendas and packets to website.
 - Record and transcribe the official minutes of Planning Commission meetings.
 - Develop and maintain files necessary for the administration of the Planning Commission such as appointment and renewal of terms of office and other administrative duties.
 - Complete A – E above for land use hearings before the Board of Commissioners.
- Code Enforcement Administrative Support
 - Provide administrative support for Code Enforcement.
 - Coordinate with Planners and Sheriff's Office.
 - Maintain list and tracking system of pending code violations.
 - Mail letters to landowners as directed by planners and Sheriff's Office.
 - Develop monthly summary of Code Enforcement activity for Planning Director and Sergeant in Sheriff's Office.
 - Assist Planning, Sheriff and other departments with special clean up events. Activities to include helping to coordinate logistics, outreach and publicity and notice to landowners.
- Department Budget Administrative Support
 - Provide bookkeeping and administrative support for
 - Planning Department
 - Building Permit Fund
 - Heritage Trail Fund
 - Water Fund
 - Assist with annual budget preparation
 - Set up annual binder for revenue and expenditures
 - Maintain binder weekly, coding invoices for payment and tracking revenue
 - Mail coded invoices to Accounting Clerk
 - Deposit payment of fees in local bank
 - Report all deposits to County Treasurer

Commented [TM1]: Lindsay – this should be updated since we have a Compliance Planner.

- Assist Planning Director with tracking grant funds and expenditures.
- Department Organization
 - Communicate with planning department employees to effectively and efficiently coordinate applications, projects and other work.
 - Communicate with employees from other departments and agencies in order to coordinate and implement projects.
 - Communicate with members of the general public in order to share information about projects.
 - Maintain and update the Department Procedures Manual, as necessary.
- Performs related duties as assigned to meet business needs.
- Building Codes Permit Administration and Coordination
 - Answer questions of the public about various building permits.
 - Identify appropriate permit(s) for construction projects.
 - Accepts and processes structural, mechanical, plumbing, Fire Life & Safety permit applications.
 - Calculates appropriate permit fees.
 - Directs and coordinates with state Building Codes Division for Electrical Permit.
 - Coordinates Plan Review process with Building Official.
 - Coordinate permitting and inspections, dispatch with Building Official.
 - Administer and manage ePermitting program for all county building permits.
 - Creates quarterly report for Finance and Assessor Office and other agencies as appropriate.

Essential Job Functions:

Working Environment: The work is accomplished in the office of the Morrow County Planning Department in Irrigon. Travel both within and out of county for meetings and trainings is normal and customary.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.
- Ability to enter and retrieve data from County computers and software.
- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 40 pounds frequently.

Mental:

- Ability to handle stressful situations when interacting with the public.
- Ability to maintain confidentiality.
- Ability to read, write, and comprehend English.
- Ability to perform basic math functions.
- Ability to greet customers in the office and on the phone in a courteous and professional manner.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Approved

Date



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Feb. 2021
Position Title: Compliance Planner
Department: Planning Department
Supervisor: Planning Director
Pay Scale: Range 12, AFSCME General Scale

Position Summary: Under the direct supervision of the Planning Director, the Compliance Planner assists citizens and organizations in attaining compliance with local policies and laws intended to: protect property values, address life and safety issues, protect natural resources and enhance the livability of the county. This will be accomplished by seeking voluntary cooperation or through a citation process. The Compliance Planner will also work as a land-use planner to complement and augment compliance workflow and duties as determined necessary by the Director. This position is a journey-level position.

Supervisory Responsibilities: None.

Qualifications:

- Education: Bachelor's degree from an accredited four-year college or university in Planning, Public Administration, Geography, or closely related field or demonstrated equivalent in formal education and/or experience.
- Experience: Previous work experience demonstrating cooperative, tactful, and service oriented contact with the public is preferred. Previous work experience in code compliance and ordinance and statute compliance is desirable.
- License: Must possess a valid Oregon Driver's License.

Skills/Abilities:

- Communication skills necessary to handle requests and questions in a competent, professional and friendly manner.
- Ability to effectively use oral and written communication in the performance of duties and responsibilities.
- Knowledge and/or experience in land use, building and solid waste practices, codes and ordinances, and related enforcement procedures or comparable experience.

- Excellent public relations and communications skills. Skills and ability to maintain composure, self-control and professional demeanor and deal courteously and tactfully with the public under adverse conditions such as harassment, ridicule and critical incidents. Effective communication and intergovernmental skills including the ability to maintain an effective and congenial working relationship with various department staff, other county employees and outside agencies.
- Read, comprehend, interpret and implement land use and solid waste codes, statutes and administrative rules, as well as some Uniform Building Codes, as they apply to code violations.
- Perform research utilizing geographic information systems, word processing, spreadsheet, databases and internet.
- Equitably apply laws, ordinances and regulations to specific situations.
- Resolve misunderstandings and/or conflict with complainants, property owners who may be in violation, neighborhood organizations and affected neighbors, and involved agency representatives and facilitate cooperation and reasonable compliance with laws and regulations.
- Express and convey information effectively both orally and in writing.
- Give presentations to large groups and present cases at hearings.
- Communicate in a non-threatening, professional manner.
- Maintain well documented records and maintain confidentiality.
- Conduct the majority of work with no or minimal supervision.
- Equipment used: Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, email, and other software applications as required.

Job Duties/Responsibilities:

- Enforce relevant portions (other than sections enforced by Sheriff's Office) of the Morrow County Code Enforcement Ordinance and Zoning Ordinance including but not limited to providing customer service, site visits, written correspondence, written reports, oral and visual presentations to Planning Commission, Board of Commissioners and Justice Court. May also enforce portions of the Uniform Building Code.
- Respond to public questions related to compliance requirements, procedures and practices.

- Review complaints of alleged violation(s) and conduct research of geographic information system data, planning, public health and environmental health enforcement records, case law, Oregon Revised Statutes, Oregon Administrative Rules, Oregon Building Codes and other applicable sources when a complaint has been filed, to determine the nature and location of the violation(s).
- Coordinate and conduct investigations and inspections of properties and structures with property owners, tenants, appropriate county staff, and other local, state and federal jurisdictions to ensure compliance with Zoning Ordinance, Code Enforcement Ordinance and Building Code provisions as applicable.
- Coordinate issuance of citations with Morrow County Sheriff's Office.
- Identify code compliance issues and options for resolution including advising the parties of the required applications and permit procedures.
- Develop and design special programs, in cooperation with other county departments and outside agencies and individuals, to assist neighborhoods reach compliance.
- Develop and implement a program to ensure permits are in compliance with conditions of approval.
- Conduct general research, prepare staff reports and evaluate various types of land use and development proposals involving both ministerial and administrative type applications.
- Perform other related duties as assigned by the Planning Director.
- Building Codes Permit Administration and Coordination
 - Answer questions of the public about various building permits.
 - Identify appropriate permit(s) for construction projects.
 - Accepts and processes structural, mechanical, plumbing, Fire Life & Safety permit applications.
 - Calculates appropriate permit fees.
 - Directs and coordinates with state Building Codes Division for Electrical Permit.
 - Coordinates Plan Review process with Building Official.
 - Coordinate permitting and inspections, dispatch with Building Official.
 - Administer and manage ePermitting program for all county building permits.
 - Creates quarterly report for Finance and Assessor Office and other agencies as appropriate.

Essential Job Functions:

Working Environment: The work is accomplished in the office of the Morrow County Planning Department in Irrigon as well as in the field in a county-provided automobile. Travel both within and out of county for meetings and trainings is normal and customary.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.
- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 40 pounds frequently.

Mental:

- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to maintain confidentiality.
- Ability to read, write and comprehend English.
- Ability to deal with the public in the office and in the field in a courteous and professional manner.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X _____

Signed and Approved

Date

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

During the February 2021 Compensation Board meeting, the Board recommended creating job descriptions for all Elected Official positions within the County. This request was made in attempt to help the Board make proper recommendations. It can also assist the current and prospective Officials to truly understand what the position entails.

In March 2021, I received direction from the Board of Commissioners to move forward with the recommendation of the Compensation Board to build job descriptions.

With the input of each current Elected Official, job descriptions have been developed and are attached to the packet. These job descriptions are not meant to be all inclusive but are meant to outline the essential functions of the job.

Please note, the District Attorney was not included in this process, as his position is administered through the State.

2. FISCAL IMPACT:

N/A

3. SUGGESTED ACTION(S)/MOTION(S):

Suggested motion to approve the 2021 job descriptions for the Morrow County Elected Positions.

Attach additional background documentation as needed.



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Sept 2021
Position Title: County Assessor & Tax Collector
Department: Assessment and Tax
Supervisor: The Electors & County Administrator

Position Summary: The County Assessor is an elected official whose responsibility entails estimating the value of real property within Morrow County. The County Tax Collector is appointed by the County Board of Commissioners. The Assessor & Tax Collector directs the activities of the County's Department of Assessment and Taxation. Supervises the preparation of the assessment and taxation roll. Supervises the valuation, assessment and taxation of all real and personal properties. Performs related duties and programs as mandated by Oregon statutes.

Responsible for administering the laws relating to assessment and taxation on a fair and equitable basis; certifies the annual assessment roll for collection of taxes; assigns and supervises all of the assessment programs, tax collection, foreclosed properties; including the preparation of the assessment roll and tax collection and necessary reports; supervises the establishment and maintenance of county records showing ownership of land as pertinent to assessment and taxes; exercises supervision over employees engaged in property appraisal, assessment, tax collection and related duties; monitor the calendar of assessment and taxation procedure for compliance with Oregon Statutes; consults and negotiates with the Oregon Department of Revenue regarding assessment, collections and legal requirements.

Supervisory Responsibilities: Provides management to the Assessment and Tax office employees. This team is comprised of but not limited to: The assessment side, which includes Deputy Assessor, Lead Appraiser, Data Analyst and Property Appraisers; the tax side, which includes Deputy Tax Collector, Assessment & Tax Clerk and Assessment & Tax Office Specialist.

Qualifications:

- Must possess the requirements of the position of County Assessor as set forth in ORS 204.016.
- Must be a registered Appraiser under ORS 308.010.

- Possesses a valid Oregon Driver's License.

Skills/Abilities:

- Equipment used: Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, email, and other software applications as required.
- Considerable Knowledge of: real estate transactions, property descriptions, proper record methods, statistical principles and methods. Pertinent laws, rules and regulations for the Oregon property tax system. Use of the Oregon revised statutes and Oregon administrative rules for property tax.
- Must have knowledge of both business and government accounting practices.
- Must have excellent verbal and written communication skills.
- Must have ability to maintain confidentiality and security of information.

Job Duties/Responsibilities:

An individual in this classification will perform any or all of the following duties. However, these examples do not include all the specific tasks which an individual may be expected to perform.

- Prepare and manage the Assessment and Taxation department budget.
- Confers with tax districts relative to levies.
- Monitor assessment and taxation department expenditures.
- Consults with County Commissioners on problems related to policy and operations.
- Consults with County Counsel regarding legal issues and appeals, occasionally leading to testifying on various appeals.
- Participates as a member of the Oregon State Association of County Assessors which includes attending meetings and conferences concerning vital issues in the Legislative procedure requirements and all functions of assessment and taxation.
- Assigns and supervises all phases of County appraisal program, including direction and supervision of office, research and field appraisal activities; coordinates field and office functions.
- Supervises the establishment and maintenance of records showing ownerships of land as pertinent to assessment of taxes.
- Prepares necessary reports required either by Oregon Statute, Department of Revenue, or Oregon Administrative Rule.

- Records, reviews, and forwards district budgets to the Department of Revenue in accordance with ORS 294.458; computes tax rates for each district.
- Supervises the listing a valuation of all real properties exempt from taxation; determines tax exemption status.
- Processes, prepares and disseminates information to the public, through the media or other means, information concerning new laws or changes in existing laws.
- Maintains a level of property assessment bearing such accuracy and equity that they are defensible to taxpayers, Board of Property Tax Appeals (B.O.P.T.A.), Department of Revenue, the Oregon Tax Court, and the Board of Review.
- Checks all new subdivisions for compliance with Oregon Revised Statutes and County Code of Ordinances, keeps plat maps up to date with current data.
- Reviews all complaints on property assessments for accuracy and equity in assessments; handles complaints with diplomacy and to the best interests of the County and the taxpayers.
- Prepares tax statements as required by Oregon Statute.
- Studies methods for achieving cost reductions and increased efficiencies.
- Provides full and complete supervision including assignment of work, evaluate, discipline, adjust grievances, hire, transfer, suspend, lay-off, recall, promote, instruct, schedule, approve leaves.
- Represents the office before the public, other jurisdictions, and professional organizations; leads staff meetings.
- Other duties as related to the business needs of the position.

Essential Job Functions:

Working Environment: Work is performed both in the office and in the field; may involve bending, color identification, gripping with hands and fingers, hearing voice conversation, keyboarding, reaching, sitting, standing and walking rough terrain. Work is performed in an environment which involves everyday risks or discomforts and sometime adverse weather conditions requiring safety precautions. A considerable amount of driving is required.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.

- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 50 pounds frequently.

Mental:

- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to maintain confidentiality.
- Ability to act in the highest ethical standard.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Created: 2018; Revised: Sept 2021
Position Title: County Clerk
Department: Clerk and Elections
Supervisor: Electors

Position Summary: Direct operations, manage, and supervise Recording, Board of Property Tax Appeals (BOPTA), Elections department, Death Registrar, Passport Program Manager, Morrow County and staff manager along with Casual Employees and Appointed board members, supervise City election/records staff and District Authorities. This position is designated as the County Clerk as defined by ORS 205.110. Create and maintain Election Security Plan in compliance with ORS 254.074 (County elections security plan).

Supervisory Responsibilities: Responsible for supervising 2 regular employees and up to 8 casual election employees during elections and obtaining board members for BOPTA. Currently this office is in charge of building security. Oregon Revised Statute states county clerk is the only election officer who may conduct an election in this state. This includes, but is not limited to, establishing precincts, preparing ballots and sample ballots, and receiving and processing votes. Oregon Revised Statute also charges the county clerk to supervise local elections officials, this includes 5 cities and 20 special districts in Morrow County.

Desired Qualifications:

- Experience: Minimum of 5 years' experience in a public records or elections position, or a combination of experience and education/training.
- License: Must possess a valid Driver's License.

Skills/Abilities:

- Equipment used: Personal computer, telephone, copy machine, fax machine, advanced scanners, personal electronic devices and other office equipment, automobile and Voting machines.

- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, email, Elections Central Registration systems, and all other software applications as required.
- Thorough knowledge of current records management technology; public records archives standards and laws; knowledge of accounting and budget methods; knowledge of general supervisory principles and techniques; advanced knowledge of state election and registration laws, sufficient to interpret and utilize related statutes; ability to plan and organize large-scale election activities, specifically with a vote by mail election.
- Possess an Oregon County Clerk's certification for elections, and/or recording, Elections Center Certification or classes and credits in a professional clerk's, recording, and election official program. Knowledge of legal documents, property descriptions, accounting, public records, archival and records management terms and processes.
- Aware of changes in Federal and State regulations relating to all areas of responsibility.
- Extensive knowledge of all laws for all document types presented for recording into Morrow County land, mortgage and lien records.
- Must have ability to maintain confidentiality and security of information.

Job Duties/Responsibilities:

An individual in this classification will perform any or all of the following duties. However, these examples do not include all the specific tasks which an individual may be expected to perform.

Records

- Serve as the County archivist by providing the oversight and recommendations to county departments on archival methods. Responsible for the preservation and management of archives maintained in the County, to include inventory, tracking, storage, and destruction policies and procedures. Analyze and recommend appropriate action toward the short- and long-term records storage needs of the County. Maintain the County's public records to archival standards which includes the following areas of responsibility: Systems documentation; image, indexing, targets and certifications quality control; storage standards; care of obsolete or court-ordered records; removal; access; retention; destruction; research and retrieval; inventory and appraisal of records; and disaster planning.
- Maintain accounting records of monies owed and received. Verify and calculate amounts to be distributed to general ledger. Accurately and timely maintain all related financial records: accounts receivable; refunds; non-sufficient funds;

account distribution; resolution and creation of new document types and fees, etc. Coordinate with Treasurer and Financing any necessary updates to the Clerk's records computer financial system. Verify accounts and make necessary corrections. Collect payments, credit customer accounts, balance payments and deposit with County Treasurer. Review delinquent accounts, re-bill and/or initiate small claims proceedings. Establish and maintain various payment procedures designed to meet procedural needs of the customer and independent auditor.

- Maintain contact with title company personnel, State Archives Division, Oregon State Vital Records Unit, Department of Revenue, Oregon Recording Standards Committee, U.S. Passport Agency, attorneys, appraisers, surveyors, special districts, cities, other County departments, including county counsel, assessor, treasurer, justice court, planning, public works and local funeral directors, etc. Provide training and respond to unusual and/or complex questions and problems encountered by the above agencies and subordinates involving all areas of responsibility. Manage death, marriage and passport programs. Act as the department's Management Information System Representative, providing computer training and support to all staff within the Clerk & Elections Department and Board of Property Tax Appeals and Recording Department.
- Prepare a variety of reports and summaries regarding activities related to the Clerk's office. Prepare and publish legal notices, contracts, purchase orders, etc.
- Attend conferences, schools and seminars to keep informed of current and proper archival technologies, state and federal laws and legislation on a variety of subjects responsible for, in order to maintain mandated educational requirements.
- ORS 205.242 (2) county clerk shall receive and certify, as required by ORS 93.620 (time and place of recording) instruments presented for recording for a minimum of six hours between the hours of 9 a.m. and 4 p.m., including the first hour and the last hour, on every day except Saturdays, Sundays and other holidays.

Elections

- Manage all election activity in Morrow County, to include the review of filings for candidates and committees, petition and measure filings received, management of voter registration processes, ballot preparation and vote tabulation procedures, ballot security measures and the development of office policies and procedures that works to improve the quality of services delivered to the citizens.
- Study and adhere to election related federal, state and local laws, and all other relevant ordinances and guidelines. Keep informed on pending legislation that

might benefit or adversely affect the operations of the office and/or the County and update the Board of County Commissioners when necessary.

- Develop training materials and provide training to staff, election workers, district and city election officials, and volunteers regarding laws and conduct of elections.
- Plan, organize and implement a variety of schedules involving election dates, actions and personnel. Prepare and distribute ballot layouts, legal notices and sample ballots. Maintain retention files and records for central committees and special districts.
- Issue Notices of Appointment, Oath of Office, Certificates of Election and abstracts, for all districts.
- Update election precinct maps and registration records and notify electors when annexations, formations, dissolutions, state and county redistricting and postal address changes are implemented.
- Respond to questions and requests for assistance for election information from the public, local election officials and candidates. Media exposure and public scrutiny are a regular part of the functions of this position. Prepare news releases and conduct media interviews as requested.
- Prepare public record requests in a timely manner as required by law.

Clerk

- Perform official duties of the County Clerk, such as solemnizing marriages, accepting and rejecting documents presented for recordation, administering oaths, issuing certificates of election to public officials, accepting district budgets, and certifying election returns, annual tax roll and documents of record. Ensure processing of passports, death certificates, abandoned property and personal effects. Seek grants as available.
- Keep in contact and maintain relations with the Secretary of State Elections Division, Oregon State Archives, the Oregon Association of County Clerks and Association of Oregon Counties. Attend required training, conferences, meetings and serve on state committees.
- Supervise staff in the Records, Elections and Board of Property functions, Passports Acceptance, Death Certificates, Veterans Service Records and Marriage Licensing. Assign and schedule work, evaluate job performance, review work, provide education and training opportunities as needed, and establish the policies and procedures that provide the direction to staff. Initiate and conduct processes for hire, disciplinary action and termination.
- Formulate and present departmental budget for submission to Finance Director. Monitor and manage fiscal operations of the department.

- Oversee abandoned and lost property processes. Provide back-up support to subordinate personnel during peak workload periods and as staffing levels dictate. Ensure a clean, orderly, secure and safe office environment. Audit department expenses. Process accounts payable, receivable, petty cash, election billings, reports and time cards for proper payment or reimbursement to County. Maintain work areas in a clean and orderly manner.
- Follow all safety rules and procedures established for work areas.
- Performs related duties as assigned to meet business needs.

Essential Job Functions:

Working Environment: Work is performed primarily in County offices and includes travel to other county facilities or within the state for training.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.
- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 50 pounds. Position requires working 10-20-hour days and late nights or early morning work hours during elections.

Mental:

- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to maintain confidentiality.
- Ability to perform duties in a highly ethical manner.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Sept 2021
Position Title: County Commissioner
Department: Commissioners Office/Administration
Supervisor: The Electors

Position Summary: Elected by the citizens of Morrow County, the County Commissioners establish policies, direct, support, and coordinate business of Morrow County government, and establish operating guidelines for the County as prescribed by the Oregon Revised Statutes. The Commissioners serve on a variety of local, regional, State and Federal committees, receive input from the departments and citizens, and interact with entities outside of Morrow County. Additionally, the Board of County Commissioners will operate within the statutory framework that provides public services to the citizens of the County by utilizing budgeted funds and maximizing use of all available dollars from state and federal sources.

Supervisory Responsibilities: Exercises supervision over County Administrator and a large number of department heads and non-elective employees.

Qualifications:

- Must possess the requirements of the position of County Commissioner as set forth in ORS 204.016.
- Possess a valid Oregon Driver's License.

Skills/Abilities:

- Equipment used: Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, email, and other software applications as required.
- Thorough knowledge of county government organization, powers and function and relationships with other governmental jurisdictions.
- Thorough knowledge of the principles and practices of public administration, particularly as applied to the management of diversified county governmental services.

- Thorough knowledge of the principles and practices of public budgeting, finance, reporting and personnel management.
- Considerable ability and skill in establishing and maintaining cooperative and harmonious working relationships with county administrative officials and employees, representatives of business and government organizations and the general public.
- Ability to appraise the quality of varied municipal services through inspection and review of work reports and to develop and effectively initiate improvement in management methods.
- Knowledge of Public Meetings Law.
- Knowledge of Parliamentary Procedure.
- Knowledge of Oregon Revised Statutes.
- Ability to speak effectively before varied groups.

Job Duties/Responsibilities:

An individual in this classification will perform any or all of the following duties. However, these examples do not include all the specific tasks which an individual may be expected to perform.

- Serves, on a rotation basis with the other Commissioners, as Chairman of the Board of Commissioners and in this capacity preside over meetings of the board; assist in the coordination of board responsibilities.
- Participate in weekly Board of Commissioner meetings, in collaboration with the other Commission members, department heads, other public officials, and staff. Assist with the development of the agenda for Board of Commissioners meetings.
- Develop a vision for Morrow County. Assist in determining types and levels of services needed by the Citizens of the County; Make decisions regarding the direction, objectives, goals and growth of individual departments; Determine methods of local compliance with federal and state mandates and how mandated changes will be incorporated into existing services at the local level; Make decisions about changes in service delivery when demanded by local circumstances; Be responsive to changing needs of citizens and communities.
- Acts as a member of the County Budget Committee in the preparation of County budget; estimates and determines amount of revenue required; levies rates necessary for appropriation of funds; supervises all County financing.
- Approves or disapproves all county purchases, payrolls, contracts, deeds, leases and acquisitions whether real or personal property with the exception of certain

business transactions which are taken care of by some departments of County government pursuant to state law.

- Authorizes the filling of vacant positions and approves or disapproves salary adjustments; approves collective bargaining agreements; adopts and revises the county personnel rules and the classification and pay plans.
- Appoints members to county boards, committees and commissions.
- Supervises all County property; provides for the erection, repair and usage of County buildings; awards all bids.
- Establishes, vacates, or alters county roads within the county.
- Acts as a liaison and advocate to the Oregon State Legislature on behalf of Morrow County.
- Acts as the Local Public Health Authority and Local Mental Health Authority.
- Meets with other agencies within the county, adjoining counties, state and government officials in matters of coordination, cooperation and matters of policy at various levels of government and for the purpose of agreements relating to land and water uses, cooperative projects, and matters of mutual interest; meets with school boards and various other boards and organizations in matters of local interest.
- Each district medical examiner shall be appointed by the Chief Medical Examiner with approval of the Board of Commissioners.
- Meets with members of the public to explain county functions and answer questions.
- Holds public hearings, as needed.
- Performs related duties as assigned to meet business needs.

Essential Job Functions:

Working Environment: Work is performed in an office setting and includes frequent travel to conferences, meetings, and other State offices. A considerable amount of driving is required.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.
- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 50 pounds occasionally.

Mental:

- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to build collaborative relationships internally and externally.
- Ability to comprehend complex issues.
- Ability to read, write, and comprehend English.
- Ability to maintain confidentiality.
- Ability to act in the highest ethical standard.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date



MORROW COUNTY JOB DESCRIPTION

Date Prepared: June 2021
Position Title: Sheriff
Department: Morrow County Sheriff's Office
Supervisor: The Electors

Position Summary: The Morrow County Sheriff is an elected official who is responsible for law enforcement on the County level. The Sheriff serves a four (4) year term of office. The Morrow County Sheriff is responsible for full-service law enforcement, enforcing all state and local laws, maintaining active traffic safety and enforcement units, manages a jail services contract with the appropriate local Sheriff's Office Jail, provides marine boating safety patrols, responsible for County Search and Rescue operations, provides law enforcement services for the Off Highway Vehicle Park and other County parks, and provides law enforcement services to the Justice and Circuit courts. The Sheriff manages police services with the City of Heppner and Irrigon. The Sheriff also participates in the Blue Mountain Enforcement Narcotics Taskforce (B.E.N.T) and contributes to the taskforce.

Supervisory Responsibilities: Administration of Sheriff's Office. Staff includes; Undersheriff, Lieutenants, Sergeants, Detectives, Deputies, Communication Officers, Civil Deputies, and Reserve Deputies.

Qualifications:

- **Education:** Requires a minimum of a high school diploma or GED. A degree in Criminal Justice, Criminology, Psychology, Public Administration, Public Policy, etc. from an accredited college or university is preferable.
- **Experience:** This person must have at least four years' experience as a full-time law enforcement officer or at least two years' experience as a full-time law enforcement officer with at least two years' post-high-school education; and
- The person has not been convicted of a felony or of any other crime that would prevent the person from being certified as a police officer under ORS 181A.355 to 181A.670.
- Additionally, if the person is not certified as a police officer by the Department of Public Safety Standards and Training (DPSST) at the time of accepting appointment

or filing as a candidate, a person elected or appointed to the office of sheriff must obtain the certification not later than one year after taking office. A copy of the certification shall be filed with the county clerk or the county official in charge of elections. The county governing body shall declare the office of sheriff vacant when the person serving as sheriff is not certified as a police officer within one year after taking office.

- Must be 21 years of age or older

Skills/Abilities:

- Equipment used: Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Thorough knowledge of county government organization, powers and function and relationships with other governmental jurisdictions.
- Thorough knowledge of the principles and practices of public budgeting, finance, reporting and personnel management.
- Considerable ability and skill in establishing and maintaining cooperative and harmonious working relationships with county administrative officials and employees, representatives of business and government organizations and the general public.
- Ability to speak effectively before varied groups.

Job Duties/Responsibilities:

An individual in this classification will perform any or all of the following duties. However, these examples do not include all the specific tasks which an individual may be expected to perform.

- Provide high levels of customer service in interactions with subordinates, peers, colleagues, community citizens, partner agencies, vendors and neighboring county officials.
- Uphold and exhibit qualities associated with the Vision, Mission and Values of Morrow County and the Sheriff's Office.
- Supervises a force of deputies and other employees of the Sheriff's Office.
- Enforces the law on a County level.
- Maintains a jail services contract for all of Morrow County prisoners with the Umatilla County Sheriff's Office.
- When County Courts are in session, the Sheriff provides court security services.

- Review, as necessary, evidence, daily patrol activity logs, information on division activities, investigations, effectiveness of procedures, efficiency of subordinates, etc.
- Perform training sessions at police academy or other training facility.
- Take field command in emergency situations.
- Take disciplinary action for employees when necessary.
- May conduct public information sessions on law enforcement matters.
- Assists with personnel problems within division.
- Develops procedures, policies, and guidelines for officers based on legal material and law enforcement experience.
- Firearms training and operational preparedness.
- Responsible for handling civil processes.
- Responsible for preparing and overseeing budget.
- Makes requests for services and equipment, justifies purchases as needed.
- Performs related duties as assigned to meet business needs.

Essential Job Functions:

Working Environment: Work is accomplished at the Sheriff's Offices in Heppner and the sub-stations in Irrigon and Boardman, as well as in the field. The Sheriff may respond to call outs on a 24/7 basis and is subject to the hazards associated with law enforcement officers.

Physical:

- Occasional lifting, carrying, pushing and/or pulling objects of moderate weigh (up to 50 pounds).
- Frequent, sometimes continuous driving required.
- Ability to operate a personal computer, keyboard and personal electronic devices to retrieve and enter data and information.
- Ability to sit for extended periods of time.
- Ability to walk, run, jump, climb as needed.
- Ability to frequently stoop, kneel, bend, and reach.
- Ability to speak clearly.
- Ability to hear telephone and radio conversations.
- Ability to grasp, hold and squeeze in the discharge of a firearm.
- Duties occasionally performed with exposure to adverse environmental and weather conditions: dirt, pollen, wetness, humidity, rain, fumes, temperature and

noise extremes, toxic/poisonous agents, violence, disease, or pathogenic substances.

Mental:

- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to maintain confidentiality.
- Ability to act in the highest ethical standard.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Aug 2021
Position Title: County Treasurer
Department: Treasurer
Supervisor: The Electors

Position Summary: The County Treasurer is an elected official whose main responsibility is to be the statutory cash custodian for Morrow County. The Treasurer manages bank accounts and the Local Government Investment Pool (LGIP) and is responsible for the proper receipting and disbursement of all monies. This position directs activities of the Treasurer's Office in the custody and investment of all county and other local government monies as prescribed by ORS.

Supervisory Responsibilities: None.

Qualifications:

- Must meet the minimum requirements as outlined in ORS 204.016.
- Must possess a valid Oregon Driver's License.
- Recommended: A Bachelor's degree from an accredited College or University in accounting, finance, public administration, business administration or closely related field and four (4) years progressively responsible working experience in public or municipal finance and/or accounting including supervisory responsibilities.

Skills/Abilities:

- Equipment used: Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, email, and other software applications as required.
- Skill and ability to establish and maintain effective working relationships with other Elected Officials, Department Directors, all other employees, and the general public.
- Basic knowledge of: effective communication methods necessary to communicate financial information to others with non- financial backgrounds

- Ability to make independent decisions and solve problems.
- The ability to learn and utilize the software necessary to perform all tasks.
- Must have basic accounting skills.
- Must have excellent verbal and written communication skills.
- Must have ability to maintain confidentiality and security of information.
- Professional working knowledge of: accounting principles; cash management; financial forecasting; financial analysis.
- Broad knowledge of the principles, methods and practices of government finance, accounting and budgeting; internal controls and auditing procedures; investments principles.
- Knowledge of Oregon budget law and related statutes.
- Knowledge of Public Meeting law.

Job Duties/Responsibilities:

An individual in this classification will perform any or all of the following duties. However, these examples do not include all the specific tasks which an individual may be expected to perform.

- Receives and inputs all revenue for the whole county and taxing districts.
- Responsible for daily cash flow.
- Serves as County Investment Officer. Operates independently, and ascertains level of investable resources, evaluates, analyzes and decides the level, type of investment and rate of return to optimize investment income and avoid statutory penalties.
- Monthly tax, interest, and unsegregated tax interest distribution to taxing districts. In November, it is a weekly distribution.
- Control of all bank accounts; Handles all non-sufficient funds.
- Maintains working relationship with Oregon State Treasury and Oregon Department of Revenue.
- Receives and distributes Sale of County Land proceeds.
- Submits Unclaimed Property report to the State of Oregon and many different states.
- Responsible for current bond payments in tax district.
- Receives and distributes SIP and additional monies to the appropriate taxing districts from the State of Oregon and reports to the State of Oregon.
- Order and secure check stock and signature stamp.
- Maintain records according to OAR 166 including record retention.

- Quarterly County Assessment Function Funding Assistance which include Tier 1 interest (ORS 311.508), Tier 2 interest (ORS 311.508), recording fees from the clerk's office, Oregon Land Information System Mapping (205.323), and Oregon Housing and Community Services Housing (205.323) payments to the State of Oregon.
- Allocate payments received in lieu of taxes per ORS 307.490.
- Trains secondary signatory in regards to local banks and LGIP.
- Sign all account payable checks and review invoices.
- Assists with the local Oregon Cultural Trust Director.
- Maintains Equity Fund and works with Greater Eastern Oregon Development Corp.
- Court Security Quarterly reports.
- ACH coordinator for Morrow County.
- Identify and receipt ACH payments for departments on a daily basis; Reconciles receipts for annual audit purposes.
- Holds funds for several taxing districts and distributes funds when needed; Initiates monthly financial statements for all local governments with money in Treasurer's accounts.
- Maintains and balances over a hundred different funds.
- Receives and distributes Federal payments such as PILT, Mineral Leases, Utilities in Lieu, Flood control, Federal Forest Fees, and Railroad in Lieu.
- Receives and distributes from the State of Oregon Alcohol Beverages Tax, Cigarette Tax, Amusement Tax, and Gas Tax.
- Issues checks for Tax refunds, election postage, and other manual checks.
- Prepare/review end-of-the-year financial reports such as the schedule of accountability.
- Prepares internal reports and revenue analysis to ensure that expenditures do not exceed budgetary appropriations.
- Works with external auditors when necessary.
- Daily banking deposits, mail, and filing.
- Develops and maintains County Treasurer budget.
- Assists County officials, management, and the general public with information.
- Other duties as related to meet business needs.

Essential Job Functions:

Working Environment: Work is performed primarily in County Courthouse but will include travel to training and conferences.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.
- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 50 pounds frequently.

Mental:

- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to read, write, and comprehend English.
- Ability to perform math functions.
- Ability to comprehend complex issues.
- Ability to maintain confidentiality.
- Ability to act in the highest ethical standard.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
59

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:

Date submitted to reviewers: 9/17/2021
Requested Agenda Date: 9/22/2021

(No acronyms please) Flexible Work Schedule Policy

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 15 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Lindsay Grogan 9/17/2021 Human Resources *If appropriate

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Human Resources would like to propose a County-wide Flexible Work Schedule Policy. A flexible work schedule could include many options of flexibility for the Morrow County staff, if it was conducive to the business needs of that office. Following are the options: flextime schedules, compressed workweeks, and meal break options.

When discussed with the Board of Commissioners on 9/1/21, the recommendation was to gain feedback from each Department Head to vet the needs.

Human Resources received 10 department surveys back. The results are attached. Overall, 8 Department Heads stated they would be open to a flexible work schedule, 1 said maybe, and 1 stated that they would not be able to accommodate the policy.

2. FISCAL IMPACT:

N/A

3. SUGGESTED ACTION(S)/MOTION(S):

Suggested motion to approve the 2021 Flexible Work Schedule Policy.

Attach additional background documentation as needed.



Morrow County Flexible Work Schedule Policy

Morrow County is committed to helping employees face the demands of juggling work, family and personal obligations by offering a number of possible flexible work arrangements. These arrangements provide employees with increased flexibility with their work schedule while allowing Morrow County to maintain a progressive and productive work environment.

All Morrow County employees will be considered for alternative work scheduling on a case-by-case basis in situations where creative work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual department operations and to serve Morrow County as a whole with increased productivity at no expense to quality output.

Several alternative work schedule options are available to employees:

- Flextime schedule, in which an employee works eight hours per workday, but there is flexibility in an employee's set scheduled starting and ending times. Some employees, due to family or personal obligations or preferences, work early in the morning and leave earlier in the afternoon. Other flextime employees may prefer or need to start later in the day and work into the evening.
- Compressed workweeks in which an employee works 10 hours per workday, reducing the workweek to four days a week.
- Compressed workweeks in which an employee works nine-hour workdays Monday through Thursday and four hours each Friday.
- (Exempt Only) Compressed workweeks in which an employee works eight nine-hour days, one eight-hour day and one day off every pay period. *
- Employees may have the need for a shorter meal period. Unpaid meal periods can be taken with the option of a set 30- or 60-minute break.

Alternative work schedules must meet the following requirements for consideration:

- All full-time employees must work 40-hour week (*80 hours a pay period).
- Operational requirements must be met.
- Service to the customer must be maintained or improved.
- Costs to Morrow County will not be increased.

Approved alternative work schedules will meet the following standards:

- Alternative schedules will not diminish the ability of Morrow County to assign responsibility and accountability to individual employees for the provision of services and performance of their duties.

- When a paid holiday falls on an employee's regularly scheduled day off, the employee will be given another day off during that pay period.

Department Conditions

The department head is responsible for identifying if any of the above-mentioned staffing options are workable within the department. This may include determining if the entire department or an entire shift must convert to one or more of the above alternative scheduling options. To determine whether an employee's request for an individual alternative work schedule is appropriate, the director must assess the impact and the outcome in terms of production, quality and absenteeism, and if one or a combination of the above arrangements is in the best interests of the department, Morrow County, and the employee.

Approval/Modifications

Upon approval of a flexible work schedule, a six-month trial period will apply to assess the impact and effectiveness of the arrangement. After successful completion of the trial period, the work arrangement may be reviewed annually thereafter to ensure continued success. The arrangement may be canceled for any legitimate business reason by management. An employee wishing to change or cancel an alternative work arrangement must obtain written approval from his or her director.

Eligibility

Alternative work arrangements are not appropriate for all employees or positions and are not a universal employee benefit. In order for an employee to be eligible for an alternative work schedule, the employee must have a satisfactory attendance record, meet all performance expectations in his or her current role, and consistently demonstrate the ability to complete tasks and assignments on a timely basis. The nature of the employee's work and responsibilities must be conducive to a flexible work arrangement without causing significant disruption to performance and/or service delivery.

Overtime/Compensatory Time

Director's must submit a payroll change form with the employee's new schedule to ensure accurate overtime rules. A flexed schedule will not change the total number of hours worked in the FLSA established weekly work period for the affected employees. Notwithstanding the requirements of the overtime article and of ORS 653.268 and as specifically allowed by ORS 653.269, an alternative/flexed work schedule shall not result in the payment of overtime or compensatory time.

Flexible Work Schedule Policy Survey Results

Sep-21

10 Total Results

Staff Interested in Options	
Flextime	8
4-10s	8
30/60 Meal Option	8
9's & a 4	6
9-80s (Exempt)	3
Dept Heads Willing to Implement	
Flextime	8
4-10s	8
30/60 Meal Option	8
9's & a 4	6
9-80s (Exempt)	5
Benefits Seen	
Recruitment & Retention	7
Culture/Morale	6
Productivity	6
Childcare	3
Employee Satisfaction	3
Decrease in PTO Use	3
Customer Service	3
Availability	2
Office Space	1
Challenges Seen	
Preparation & Planning	4
EE's not allowed - View as unfair	4
Public Service Complaints	3
Staffing when EE out	2
EE's take advantage	2
Tracking Schedules	1
Slow Down Processes	1
Other Feedback	
Must be Flexible to Make Work	3
Allow Directors to Choose	4
Modern Approach	1
Overall, Open to Flex Schedules?	
Yes	8
Maybe	1
No	1

17 Total Depts

Flex Schedule Already Being Offered	
Yes	6
Partial	4
No	7

OTHER INFORMATION

10 Total Results

Open to Remote Work on Case-by-Case Basis?	
Yes	7
Maybe	1
No	2



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5h

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Justin Nelson
Department: County Counsel / District Attorney
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 9/22/2021

County Counsel Discussion / Deputy District Attorney Job Description (include County Counsel as option for posting?)

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

On September 14 Deputy District Attorney/County Counsel Richard Tovey submitted his letter of resignation as DDA and County Counsel. Mr. Tovey's last day with Morrow County is September 28, 2021.

Currently County Counsel duties are split between Richard Tovey and Justin Nelson. The Board of Commissioners have contracted (not personal services contract, but additional duties as employees contract) directly with both Justin Nelson and Richard Tovey to act as County Counsel. The Board of Commissioners will need to consider the following:

1. Does the Board wish to have Justin Nelson temporarily act as sole county counsel starting on September 29, 2021. This would require a change to the county counsel contract to remove Richard Tovey as a listed member of the duties and remove the split of duties.
 - a. Additionally, the Board of Commissioners may consider having Justin Nelson act as part county counsel and seek private counsel to cover the county counsel duties that had been handled by Richard Tovey (Possibly county counsel and DDA duties). That may require seeking quotes from local attorneys.
2. Would the Board of Commissioners like to end the county counsel contract with Justin Nelson and seek separate outside counsel?
3. When the District Attorney Office post the position of Deputy District Attorney, would the Board like to list the position as also including county counsel duties if the applicant has sufficient experience to perform both duties.
 - a. Currently the job posting would be for a DDA 1, 2, or 3, and see who with different experience levels would apply.
 - b. If we can add the option of also looking for an individual to perform county counsel duties, that may broaden the number of applicants we have.

2. FISCAL IMPACT:

Depending upon option selected.

3. SUGGESTED ACTION(S)/MOTION(S):

Attach additional background documentation as needed.

ROAD REPORT SEPTEMBER 2021

BLADING OPERATIONS: Following are the roads blade operators made improvements to.

Zone 1 – Rippee

Zone 2 – the hills on Spur Loop, Black Horse, Bell Canyon, Hannah-Arbuckle, Little Butter Creek, French Ln

Zone 3 – Clarks Canyon

Zone 4 – Penland Ln

ROAD SIGN REPAIR: Crew members continue making sign repairs around the county as needed.

SPUR LOOP: We patched the half mile paved section followed by a chip seal.

IONE STREETS: The crew chip sealed a portion of Main Street. Heppner's pick up machine is broken, maybe permanently. I need to find a company to vacuum the loose rock so we can get the fog seal applied.

BAKER LANE: patching, chip seal, and fog seal have been completed on the paved portion at the east end.

ELLA: The chip seal, fog seal, and road paint have been completed.

MEYERS, SAND HOLLOW, BASELINE: Chip sealing, fog sealing, and road paint have been completed.

BIG BUTTER CREEK: Crew members responded to a rock slide that ended up on the roadway.

LEXINGTON STREETS: We will be paving A Street, Arcade, a portion of C Street and a portion of Water Street the last week in September.

PERMITS: No permits to work in the county right-of-way have been approved during the month of September.



200 City Center Circle
P.O. Box 229
Boardman, OR 97818
Phone: (541) 481-9252
Fax: (541) 481-3244
TTY Relay 711
www.cityofboardman.com

PUBLIC NOTICE
THE BOARDMAN CITY COUNCIL WILL CONDUCT A
PUBLIC HEARING
TUESDAY, OCTOBER 5, 2021 AT 7:00 PM

Using the web-based conferencing service ZOOM on any mobile device.

This meeting is available to the public using:

<https://zoom.us/j/2860039400>

Project Number: PAPA 01-2021

Project Name: Tide Water Master Planned Development

The purpose of this hearing is to receive public comment concerning a request for a Zone change and Map Amendment for Tax lot #109 of Morrow County Tax Map 4N 25 04. The property is a 22.94-acre parcel, currently zoned Light Industrial Subdistrict – Boardman Development Code Chapter 2.4. The request is to re-zone 22.94 acres of this parcel to Master Planned Developments – Chapter 4.5 of the Boardman Development Code.

You are receiving this notice by mail if you own property within 250 feet of the existing property boundaries, or you have requested notice. This action was previously heard by the Boardman Planning Commission on May 26, 2021, and again on July 21, 2021. The Preliminary Findings for this hearing will be available on the city's website at www.cityofboardman.com.

The citizens of Boardman are invited to provide comment on this request at the hearing or by mail. Electronic comments can be made to Community Development Director, Barry Beyeler at bbeyeler@cityofboardman.com by 5:00 p.m. October 5, 2021.

(S) Jennifer Rollins
City Recorder / HR

Posted: September 14, 2021

Published: September 15, 2021



City of Boardman

200 City Center Circle
P.O. Box 229
Boardman, OR 97818
Phone: (541) 481-9252
Fax: (541) 481-3244
TTY Relay 711
www.cityofboardman.com

AVISO PÚBLICO EL AYUNTAMIENTO DE BOARDMAN CELEBRARÁ UNA VISTA PÚBLICA MARTES, 5 DE OCTUBRE DE 2021 A LAS 7:00 PM

Uso del servicio de conferencia basado en web ZOOM en cualquier dispositivo móvil.

**Este encuentro está disponible para el público utilizando:
<https://zoom.us/j/2860039400>**

Número de proyecto: PAPA 01-2021

Nombre del proyecto: Marea Agua Maestro Panned Desarrollo

El propósito de esta audiencia es recibir comentarios públicos con respecto a una solicitud de cambio de zona y modificación de mapa para el lote de impuestos #109 del Mapa de impuestos del Condado de Morrow 4N 25 04. La propiedad es un paquete de 22.94 acres, actualmente zonificado Subdistrito Industrial Ligero - Código de Desarrollo de Boardman Capítulo 2.4. La solicitud es volver a zonificar 22.94 acres de este paquete para Master Planned Developments - Capítulo 4.5 del Código de Desarrollo de Boardman.

Usted está recibiendo este aviso por correo si usted posee la propiedad dentro de 250 pies de los límites de la propiedad existente, o usted ha solicitado aviso. Esta acción fue escuchada previamente por la Comisión de Planeación de Boardman el 26 de mayo de 2021, y nuevamente el 21 de julio de 2021. Las Conclusiones Preliminares para esta audiencia estarán disponibles en el sitio web de la ciudad en www.cityofboardman.com.

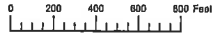
Se invita a los ciudadanos de Boardman a formular observaciones sobre esta solicitud en la audiencia o por correo. Se pueden hacer comentarios electrónicos al Director de Desarrollo Comunitario, Barry Beyeler en bbeyeler@cityofboardman.com antes de las 5:00 p.m. 5 de octubre de 2021.

(S) Jennifer Rollins
City Recorder / HR

Posted: September 14, 2021

Published: September 15, 2021

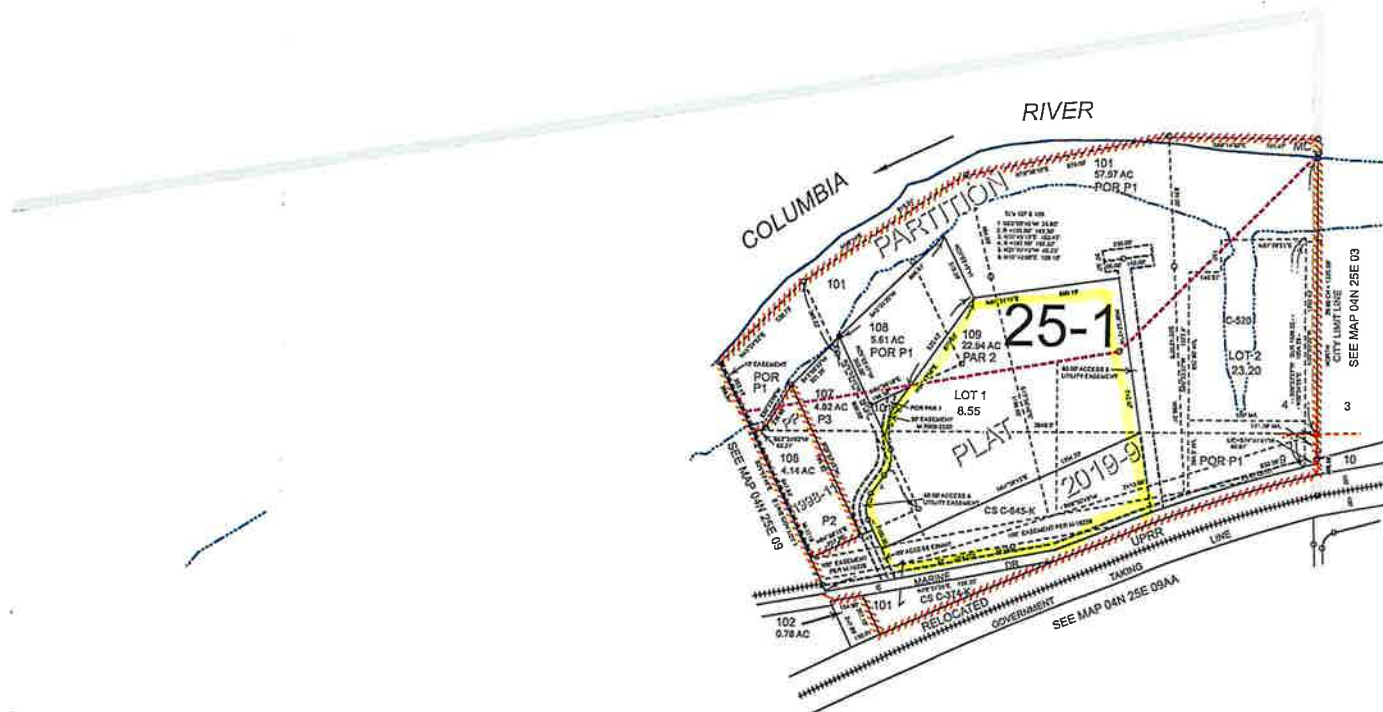
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



SECTION 4 T.4N. R.25E. W.M.
MORROW COUNTY
1" = 400'

04N25E04

Cancelled
100
103
104
105
200



Revised: EB
03/12/2020

04N25E04



Job Postings:

Morrow County Job Opportunities – <https://www.co.morrow.or.us/>:

- Patrol Deputy
- County Surveyor
- Public Health Nurse Supervisor
- Demand Response Driver
- Public Health - Maternal/Child Home Visitation Nurse

Morrow County Health District Job Opportunities - www.morrowcountyhealthdistrict.org

- Clinic Director
- Community Relations & Communications Director
- Temporary full-time or part-time Cooks
- EMT
- Board-certified Family Medicine physician.
- Part-time or Full-time Home Health & Hospice RN
- Hospital RN
- Maintenance Technician
- Full time IT Tech Specialist

Openings for Morrow County school bus drivers through MidCoBus.com: Sign on bonus of \$1,000 and \$17.00 per hour (restrictions and taxes do apply). Apply by contacting MidCoBus.com; calling 541-481-7551

Wheatland Insurance

Our Independent Insurance agency has an immediate opening for an Account Manager. Previous Insurance experience is desirable. Must be able to obtain an Oregon Insurance License. Interested qualified candidates can request an application and submit resumes to wheatland@wici.net

Drivers for The Loop in Heppner, Lexington or Ione: The Loop provides public transportation to the residents of Morrow County and is seeking a professional team member who has excellent customer service skills, enjoys working with the public, organized, detail-oriented individuals who can work independently to perform a variety of duties. Starting at \$13.36 per hour. Contact the office at 541-676-5620.

Morrow County Grain Growers, Inc.:

- Agronomist
- Agronomy Driver/Maintenance Tech
- Agricultural Service Technician
- Lexington and Wasco Parts Counter Sales
- Precision Technology Specialist
- Propane Delivery Driver

<https://www.mcgg.net/fccp-careers-16377>

Heppner Daycare

Multiple positions open starting August/September
Cook/Teacher Assistant
Teacher Assistant
Afternoon Teacher

https://www.heppnerdaycare.com/?fbclid=IwAR1PTc7omOQ9q5Dm_dbp5NWMRthEmVatbxSWgpMWXu4FdPDJwsqKyFjY_zw

Morrow County School District-Heppner Elementary & Jr/Sr High School

- **ASSISTANT CUSTODIAN Heppner Jr/Sr High School**
- Classified Substitutes **Both Schools**
- Certified Substitutes **Both Schools**
- Educational Assistant-**Both Schools**

<https://morrow.tedk12.com/hire/index.aspx>

Ione Community Charter School:

- Head Maintenance
- Substitutes Classified and Certified

<https://intermountain.tedk12.com/hire/index.aspx>

Community Counseling Services -Heppner, Oregon

- Senior HR Generalist Heppner
- Residential Associate-Lakeview Heights Heppner
- DD Service Coordinator, Heppner, OR – Part-time
- Accounting Clerk
- Part Time School Based Counselor-Ione, Oregon
- Peer Support Supervisor – Morrow County
- DD Service Coordinator, Heppner, OR – Part-time
- On-Call Residential Associate – Heppner, OR

<https://communitycounselingsolutions.org/job-openings/>

Tire Service Technician-Retail Heppner.

Main Responsibilities:

You have an opportunity to help customers by providing vehicle services

Wages: \$15.00 - \$17.00hr

https://lesschwab.wd1.myworkdayjobs.com/en-US/Stores/job/Heppner-OR/Sales---Service---Tire-Installation--Maintenance---Sales---Heppner--208_R-00208a

Northwestern Motel and Gateway Cafe

Motel help and Kitchen Staff needed. Inquire within or call

(541) 676-9167 or 541-676-6000

Heppner Market Fresh

Cashier position and Deli help wanted

Apply in person or call (541) 676-9614

Circle K-Exxon Mobil

Cashier and deli assistant. Apply in person at 329 N MAIN ST

Or call (541) 676-5062



Open Positions in Boardman, Oregon - Sept. 2021
Posiciones laborales disponibles en Boardman, Oregon- sept. 2021
For more information, visit company websites.
Para obtener mas informacion, viste los sitios web de las empresas.
www.workforceportal.org



Controls Engineer
 Data Center Chief Engineer (2)
 Data Center Engineering Operations
 Principal Engineer
 Data Center Facility Manager (3)
 Data Center Manager (2)
 Data Center Physical Security Manager
 Data Center Physical Security Specialist
 Data Center Regional Mechanical
 Engineer
 Data Center Technician
 Engineering Operations Technician
 Engineering Operations Technician (8)
 Generator Technician (2)
 Infrastructure Delivery Install
 Technician
 Infrastructure Delivery Manager I (2)
 Leader, Data Center Operations
 Logistics Associate (2)
 Logistics Specialist (2)
 Maintenance Manager
 Manager in Training (DCO)
 Network Scaling Technician I
 Network Technician II (2)
 Project Engineer
 Rack Decommissioning Technician (2)
 Senior Infrastructure Training Specialist
 Sr. Network Deployment Manager



Maintenance Mechanic - Night Shift
 Lab Technician
 Commodities Operator
 Production Operator



General Laborer, Equipment Operator,
 Maintenance Worker
 SAGE Center STEAM Education Advisor



Plant Controller
 Loss Control Representative



Packaging Line Lead (Filler Operator)
 Packaging Line Assistant
 Brewer
 Delivery Driver



Packaging specialist
 Forklift Production
 Warehouse operator
 Production specialist
 Production lead
 Receiving lead
 Forklift receiving
 Fresh Pack Specialist
 Maintenance Electrician
 Maintenance Refrigeration
 Maintenance Technician 1
 Maintenance Technician 2
 Packaging Lead
 Production Supervisor
 Sanitation Specialist
 Receiving- Unloader/Grader



Public Health - Maternal/Child
 Home Visitation Nurse
 Demand Response Driver
 Public Health Nurse Supervisor
 Seasonal Temporary Parks Laborer
 Seasonal Parks Youth Crew
 Patrol Deputy
 County Surveyor



Agronomist
 Agronomy Driver/Maintenance Tech
 Agricultural Service Technician
 Wasco Agronomy Delivery and Service
 Lexington and Wasco Parts
 Counter Sales
 Precision Technology Specialist
 Propane Delivery Driver



Line Cook - Dinner
 Server
 Janitorial
 Assistant Maintenance Tech
 Housekeeping, Laundry



Area Accounting Specialist
 Utility Technician
 Shop Mechanic 1
 Irrigation Technician



East Plant:

Boiler & Refrigeration Trainee
 Production Utility Trainee (2)
 Lift Truck Operator
 Process Quality Technician (2)
 Packaging Laborer L-3
 Sr. Industrial Engineer
 General Labor

Boardman Center:

Utility Laborer
 Sanitation Technician
 Part-Time Sanitation Technician
 Part Time General Laborer
 General Laborer II (Assistant
 Operator)
 Utility Laborer
 Sorter Operator
 General Laborer
 Manager Plant Quality

Boardman West:

Packaging Laborer
 Associate Plant HR Generalist
 Sanitation Laborer
 Process Quality Technician
 General Laborer 0 Part Time
 Forklift Operator
 Packaging Operator
 Process Quality Technician
 Associate Engineer
 Sanitation Technician



Clinic Director
 Community Relations &
 Communications Director
 Cook
 Emergency Medical Technician -
 Basic EMT B
 Emergency Medical Technician (2)
 Emergency Medical Services
 Boardman Ambulance Lead EMT
 Family Medicine Physician -
 Irrigon Medical Clinic
 Family Medicine Physician -
 Pioneer Memorial Clinic
 Home Health and Hospice RN
 (full or part time)
 Hospital RN
 IT Specialist
 Maintenance Technician



Cook / Teacher Assistant
 Teacher Assistant
 Afternoon Care Teacher



Promotora
 Lab Technician - Occupational MA
 HER Site Specialist
 Bilingual Medical Receptionist
 Bilingual Referral Coordinator
 EHR Site Specialist
 Nurse Practitioner



Lifeguards
 Recreation Assistant Coordinator
 Campground Manager
 Campground-Park Aide
 Park & Aquatic Maintenance Supervisor



Food Manufacturing Supervisor
 Food Manufacturing Technical Supervisor
 Maintenance Technician
 Process Operator
 Production Lead (Cheese/Dairy)
 Utility Cheese Operator
 Whey Dryer Operator
 Whey Process Operator



Utility Tech Lead
 Staff Accountant
 Irrigation Technician
 Zone Supervisor/Trainee
 Irrigation Operator
 Utility Tech III
 Shop Personnel/Shop Tech 3
 Financial Accountant
 Digester Lab Tech
 Purchasing Agent
 Outside Worker 3
 Outside Worker 1
 Equipment Maintenance Mechanic
 Equipment Operator II



General Labor Processing
 General Labor Mill
 Packaging General Labor
 Mill Lead
 Processing Lead
 Dryer Operator
 Industrial Electrician Mechanic